

1940 Supplement  
To  
**Mason's Minnesota Statutes**  
1927

(1927 to 1940)  
(Superseding Mason's 1931, 1934, 1936 and 1938  
Supplements)

Containing the text of the acts of the 1929, 1931, 1933, 1935, 1937 and 1939 General Sessions, and the 1933-34, 1935-36, 1936 and 1937 Special Sessions of the Legislature, both new and amendatory, and notes showing repeals, together with annotations from the various courts, state and federal, and the opinions of the Attorney General, construing the constitution, statutes, charters and court rules of Minnesota together with digest of all common law decisions.



Edited by  
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*Assisted by*  
**The Publisher's Editorial Staff**

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1940

# Appendix No. 1

## Conveyancing Forms

Certified forms prepared by legislative commission created by Laws 1931, c. 34, ante §8204-1, and approved by Laws 1931, c. 272, ante §§8204-2 to 8204-8.

The forms are set forth in full below. Where the acknowledgments and filing backs are the same as in preceding forms, reference is made so that the full text of the form is ascertainable in each case.

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APPENDIX NO. 1—CONVEYANCING FORMS

Form No. 1

Warranty Deed  
Individual to Individual.

THIS INDENTURE, Made this..... day of....., 19....., between ..... of the County of..... and State of....., part. of the first part, and..... of the County of..... and State of....., part. of the second part,

Witnesseth, That the said part... of the first part, in consideration of the sum of..... DOLLARS, to..... in hand paid by the said part... of the second part, the receipt whereof is hereby acknowledged, do... hereby Grant, Bargain, Sell, and Convey unto the said part... of the second part, ... heirs and assigns, Forever, all the tract... or parcel... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said part... of the second part,..... heirs and assigns, Forever. And the said..... part... of the first part, for..... heirs, executors and administrators, do... covenant with the said part... of the second part,..... heirs and assigns, that..... well seized in fee of the lands and premises aforesaid, and ha... good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said part... of the second part,..... heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said part... of the first part will Warrant and Defend.

In Testimony Whereof, The said part..... of the first part ha..... hereunto set..... hand.... the day and year first above written.

In Presence of }  
..... }  
..... }  
STATE OF MINNESOTA, } ss.  
County of..... }

On this..... day of....., 19....., before me, a..... within and for said County, personally appeared..... to me known to be the person... described in, and who executed the foregoing instrument, ..... and acknowledged that... he... executed the same as..... free act and deed..... (See Note)

Notary Public..... County, Minn.  
My commission expires....., 19.....

NOTE: The blank lines marked "See Note" are for use when the instrument is executed by an attorney in fact.

Filing Back

Doc. No. ....  
(NAME OF INSTRUMENT)  
.....  
to  
.....  
Office of Register of Deeds,  
State of Minnesota,  
County of .....  
I hereby certify that the within Deed  
was filed in this office for record on the  
..... day of....., 19....., at..... o'clock..... M.,  
and was duly recorded in Book.....  
of Deeds, page.....  
Register of Deeds.  
By ..... Deputy.  
Taxes for the year 19..... on the lands  
described within, paid this.....  
day of....., 19.....  
County Treasurer.  
By ..... Deputy.  
Taxes paid and Transfer entered this  
..... day of....., 19.....  
County Auditor.  
By ..... Deputy.  
Recording Fee \$1.00

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Form No. 2

Warranty Deed Except Assessments  
Individual to Individual

Same as Form No. 1, except that after the words, "are free from all incumbrances," the following words are inserted: "except.....the lien of all unpaid special assessments and interest thereon".....  
Recording fee, \$1.00.

Form No. 3

Warranty Deed  
Individual to Corporation

THIS INDENTURE, Made this.....day of....., 19....., between ..... of the County of..... and State of....., party of the first part, and..... a corporation under the laws of the State of....., party of the second part,

Witnesseth, That the said part..... of the first part, in consideration of the sum of.....DOLLARS, to..... in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do..... hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract..... or parcel..... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said..... part..... of the first part, for..... heirs, executors and administrators, do.... covenant with the said party of the second part, its successors and assigns, that ..... well seized in fee of the land and premises aforesaid, and ha... good right to sell and convey the same in manner and for aforesaid, and that the same are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said part... of the first part will Warrant and Defend.

In Testimony Whereof, The said part..... of the first part ha..... hereunto set..... hand.... the day and year first above written.

In Presence of } .....  
..... } .....  
..... } .....

(Acknowledgment and filing back same as in Form No. 1.) Recording fee \$1.00.

Form No. 4

Warranty Deed Except Assessments  
Individual to Corporation

Same as Form No. 3, except that after the words, "are free from all incumbrances," the words "except.....the lien of all unpaid special assessments and interest thereon".....are inserted. Recording fee, \$1.00.

Form No. 5

Warranty Deed  
Individual to Joint Tenants

THIS INDENTURE, Made this.....day of....., 19....., between ..... of the County of..... and State of....., part... of the first part, and.. of the County of..... and State of....., parties of the second part,

Witnesseth, That the said part..... of the first part, in consideration of the sum of..... DOLLARS, to..... in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do..... hereby Grant, Bargain, Sell and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, all the tract.... or parcel.... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said parties of the

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second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part taking as joint tenants and not as tenants in common.

And the said..... part...of the first part, for.....heirs, executors and administrators do.... covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that.....well seized in fee of the lands and premises aforesaid and ha.....good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said part...of the first part will Warrant and Defend.

In Testimony Whereof, The said part...of the first part ha...hereunto set .....hand....the day and year first above written.

In Presence of

..... }  
..... }  
..... }  
..... }

(Acknowledgment and filing back same as Form No. 1.) Recording fee, \$1.25.

Form No. 6

Warranty Deed, Except Assessments  
Individual to Joint Tenants

Same as Form No. 5, except that after the words, "are free from all incumbrances," the words, "except—the lien of all unpaid special assessments and interest thereon".....are inserted. Recording fee, \$1.25.

Form No. 7

Warranty Deed  
Corporation to Individual

THIS INDENTURE, Made this.....day of....., 19..... between ..... a corporation under the laws of the State of....., party of the first part, and of the County of.....and State of....., part...of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of..... DOLLARS, to it in hand paid by the said part...of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said part...of the second part,.....heirs and assigns, Forever, all the tract...or parcel... of land lying and being in the County of .....and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said part.....of the second part,..... heirs and assigns, Forever. And the said..... party of the first part, for itself and its successors, does covenant with the said part...of the second part,.....heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances....

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said part...of the second part,.....heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its.....President and its..... and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of

..... }  
..... }  
..... }  
..... }  
STATE OF MINNESOTA, }  
County of ..... }

ss.

County of .....

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On this.....day of....., 19...., before me, a.....within and for said County, personally appeared.....and.....to me personally known, who, being each by me duly sworn.....did say that they are respectively the.....President and the.....of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of.....and said.....and.....acknowledged said instrument to be the free act and deed of said corporation.

Notary Public.....County, Minn.  
My commission expires .....19....

(Filing back same as Form No. 1. Recording fee, \$1.25.)

**Form No. 8**

**Warranty Deed, Except Assessments  
Corporation to Individual**

Same as Form No. 7, except that after the words, "are free from all incumbrances," the words "except.....the lien of all unpaid special assessments and interest thereon".....are inserted. Recording fee \$1.25.

**Form No. 9**

**Warranty Deed  
Corporation to Corporation**

**THIS INDENTURE**, Made this.....day of....., 19...., between ..... a corporation under the laws of the State of....., party of the first part, and a corporation under the laws of the State of....., party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of.....DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract...or parcel...of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances therunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said..... party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances..... And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to the incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its.....President and its..... and its corporate seal to be hereunto affixed the day and year first above written.

|                |   |                     |
|----------------|---|---------------------|
| In Presence of | } | By .....            |
| .....          |   | Its ..... President |
| .....          |   | Its .....           |

(Acknowledgment same as Form No. 7. Filing back same as Form No. 1.)  
Recording fee \$1.25.

**Form No. 10**

**Warranty Deed, Except Assessments  
Corporation to Corporation**

Same as Form No. 9, except that after the words, "are free from all incumbrances," the words, "except.....the lien of all unpaid special assessments and interest thereon".....are inserted. Recording fee \$1.25.

**Form No. 11**

**Warranty Deed  
Corporation to Joint Tenants**

**THIS INDENTURE**, Made this.....day of....., 19...., between ..... a corporation under the laws of the State of....., party of the first part, and

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.....  
of the County of..... and State of....., parties of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of.....DOLLARS, to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, all the tract...or parcel... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part taking as joint tenants and not as tenants in common.

And the said party of the first part, for itself and its successors, does covenant with the said parties of the second part, their assigns, the survivor of said parties and the heirs and assigns of the survivor, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its.....President and its..... and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of }  
..... } By .....  
..... } Its ..... President  
..... } Its .....

(Acknowledgment same as Form No. 7. Filing back same as Form No. 1.)  
Recording fee \$1.25.

**Form No. 12**

**Warranty Deed, Except Assessments  
Corporation to Joint Tenants**

Same as Form No. 11, except that after the words, "are free from all incumbrances," the words, "except.....the lien of all unpaid special assessments and interest thereon".....are inserted. Recording fee \$1.50.

**Form No. 13**

**Warranty Deed (Statutory Short Form)  
By Individual**

Know All Men by these Presents, That the Grantor.....  
.....  
residing in the..... of..... County of....., and State of.....,  
for and in consideration of the sum of.....DOLLARS, to..... in hand paid,  
do...hereby Convey and Warrant to.....  
of.....County, State of....., as Grantee....., the Real Estate, situate in  
the County of....., State of Minnesota, described as follows, to-wit:  
Dated at.....this.....day of.....A. D. 19....

In Presence of }  
..... }  
..... }  
..... }

(Acknowledgment and filing back same as Form No. 1.) Recording fee \$0.75.

**Form No. 14**

**Warranty Deed (Statutory Short Form)  
By Corporation**

Know All Men by these Presents, That the Grantor.....  
.....  
.....  
a corporation under the laws of the State of....., for and in consideration of

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the sum of.....DOLLARS, to it in hand paid, does hereby Convey and Warrant to ..... of.....County, State of....., as Grantee....., the Real Estate, situate in the County of....., State of Minnesota, described as follows, to-wit:

Dated at ..... this.....day of.....19.....

In Presence of }  
 ..... } By .....  
 ..... } Its ..... President  
 ..... } Its .....  
 (Acknowledgment same as Form No. 7. Filing back same as Form No. 1.)  
 Recording fee \$1.00.

**Form No. 15**  
**Limited Warranty Deed**  
**Individual to Individual.**

THIS INDENTURE, Made this.....day of....., 19..... between ..... of the County of..... and State of....., part.... of the first part, and..... of the County of..... and State of..... part.... of the second part,

Witnesseth, That the said part.... of the first part, in consideration of the sum of..... DOLLARS, to..... in hand paid by the said part.... of the second part, the receipt whereof is hereby acknowledged, do... hereby Grant, Bargain, Sell, and Convey unto the said part.... of the second part, ...heirs and assigns, Forever, all the tract... or parcel... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said part.... of the second part..... heirs and assigns, Forever. And the said..... part.... of the first part, for..... heirs, executors and administrators, do... covenant with the said part.... of the second part, ..... heirs and assigns, that ... he.... not made, done, executed, or suffered any act or thing whatsoever whereby the above described premises or any part thereof, now, or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner whatsoever ..... and the title to the above granted premises against all persons lawfully claiming the same from, through, or under....., except items, if any, hereinbefore mentioned, the said part..... of the first part will Warrant and Defend.

In Testimony Whereof, The said part..... of the first part ha..... hereunto set..... hand.... the day and year first above written.

In Presence of }  
 ..... }  
 ..... }  
 ..... }  
 (Acknowledgment and filing back same as Form No. 1.) Recording fee \$1.00.

**Form No. 16**  
**Limited Warranty Deed. Except Assessments**  
**Individual to Individual.**

Same as Form No. 15, except that after the words, "charged or incumbered in any manner whatsoever," the words, "except..... the lien of all unpaid special assessments and interest thereon"..... are inserted. Recording fee \$1.00.

**Form No. 17**  
**Limited Warranty Deed**  
**Individual to Corporation**

THIS INDENTURE, Made this.....day of....., 19..... between ..... of the County of..... and State of....., part.... of the first part and..... a corporation under the laws of the State of....., party of the second part,

Witnesseth, That the said part.... of the first part, in consideration of the sum of.....DOLLARS, to..... in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do... hereby Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract.... or parcel.... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit: .

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To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said... part... of the first part, for... heirs, executors and administrators, do... covenant with the said party of the second part, its successors and assigns, that... he... not made, done, executed, or suffered any act or thing whatsoever whereby the above described premises or any part thereof, now, or at any time hereafter, shall or may be imperiled, charged or incumbered in any manner whatsoever, and the title to the above granted premises against all persons lawfully claiming the same from, through, or under... except items, if any, hereinbefore mentioned, the said part... of the first part will Warrant and Defend.

In Testimony Whereof, The said part... of the first part ha... hereunto set... hand... the day and year first above written.

In Presence of } .....  
..... } .....  
..... } .....

(Acknowledgment and filing back same as Form No. 1.) Recording fee \$1.00.

Form No. 18

Limited Warranty Deed. Except Assessments  
Individual to Corporation

Same as Form No. 17, except that after the words, "charged or incumbered in any manner whatsoever," the words, "except... the lien of all unpaid special assessments and interest thereon"... are inserted. Recording fee \$1.00.

Form No. 19

Limited Warranty Deed  
Individual to Joint Tenants

THIS INDENTURE, Made this... day of..., 19... between ... of the County of... and State of..., part... of the first part, and... of the County of... and State of..., parties of the second part,

Witnesseth, That the said part... of the first part, in consideration of the sum of... DOLLARS, to... in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do... hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part, as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, all the tract... or parcel... of land lying and being in the County of... and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part taking as joint tenants and not as tenants in common. And the said... part... of the first part, for... heirs, executors and administrators, do covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, that... he... not made, done, executed, or suffered any act or thing whatsoever whereby the above described premises or any part thereof, now or at any time hereafter, shall or may be imperiled, charged, or encumbered in any manner whatsoever, and the title to the above granted premises against all persons lawfully claiming the same from, through or under..., except items, if any, hereinbefore mentioned, the said part... of the first part will Warrant and Defend.

In Testimony Whereof, The said part... of the first part ha... hereunto set... hand... the day and year first above written.

In Presence of } .....  
..... } .....  
..... } .....

(Acknowledgment and filing back same as Form No. 1.) Recording fee \$1.25.

Form No. 20

Limited Warranty Deed. Except Assessments  
Individual to Joint Tenants

Same as Form No. 19, except that after the words, "incumbered in any manner whatsoever," the words, "except... the lien of all unpaid special assessments and interest thereon"... are inserted. Recording fee \$1.25.

APPENDIX NO. 1—CONVEYANCING FORMS

Form No. 21

Limited Warranty Deed  
Corporation to Individual

THIS INDENTURE, Made this.....day of....., 19.....  
between .....  
a corporation under the laws of the State of....., party of the first part, and  
.....  
of the County of..... and State of....., part... of the second part,

Witnesseth, That the said party of the first part, in consideration of the  
sum of.....DOLLARS, to it in hand paid by the said part...of the second  
part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell  
and Convey unto the said part...of the second part,....heirs and assigns, Forever,  
all the tract...or parcel...of land lying and being in the County of.....and  
State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-  
tenances thereunto belonging or in anywise appertaining, to the said part...of the  
second part,....heirs and assigns, Forever. And the said party of the first part,  
for itself and its successors, does covenant with the said part...of the second  
part,.....heirs and assigns, that it has not made, done, executed or suffered  
any act or thing whatsoever whereby the above described premises or any part  
thereof, now or at any time hereafter, shall or may be imperiled, charged or incum-  
bered in any manner whatsoever,.....  
.....and the title to the above granted premises against all persons lawfully  
claiming the same from, through or under it, except items, if any, hereinbefore  
mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has  
caused these presents to be executed in its corporate  
name by its.....President and its.....  
and its corporate seal to be hereunto affixed the day  
and year first above written.

In Presence of }  
..... } By .....  
..... } Its ..... President  
..... } Its .....

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)  
Recording fee \$1.25.

Form No. 22

Limited Warranty Deed. Except assessments  
Corporation to Individual

Same as Form No. 21, except that after the words, "charged or incumbered in  
any manner whatsoever," the words, "except.....the lien of all unpaid special  
assessments and interest thereon".....are inserted. Recording fee \$1.25.

Form No. 23

Limited Warranty Deed  
Corporation to Corporation

THIS INDENTURE, Made this.....day of....., 19.....,  
between .....  
a corporation under the laws of the State of....., party of the first part, and  
a corporation under the laws of the State of....., party of the second part,

Witnesseth, That the said party of the first part, in consideration of the  
sum of..... DOLLARS, to it in hand paid by the said party of the second part,  
the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and  
Convey unto the said party of the second part, its successors and assigns, Forever,  
all the tract...or parcel...of land lying and being in the County of.....  
and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-  
tenances thereunto belonging or in anywise appertaining, to the said party of the  
second part, its successors and assigns, Forever. And the said party of the first  
part, for itself and its successors, does covenant with the said party of the second  
part, its successors and assigns, that it has not made, done, executed or suffered any  
act or thing whatsoever whereby the above described premises or any part thereof,  
now or at any time hereafter, shall or may be imperiled, charged or incumbered in  
any manner whatsoever,.....  
And the title to the above granted premises against all persons lawfully claiming  
the same from, through or under it, except items, if any, hereinbefore mentioned, the  
said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has  
caused these presents to be executed in its corporate  
name by its.....President and its.....  
and its corporate seal to be hereunto affixed the day  
and year first above written.



APPENDIX NO. 1—CONVEYANCING FORMS

.....  
of the County of.....and State of....., parties of the second part,  
....Witnesseth, That the said part...of the first part, in consideration of the  
sum of.....DOLLARS, to.....in hand paid by the said part.....of the  
second part, the receipt whereof is hereby acknowledged, do...hereby Grant,  
Bargain, Quitclaim, and Convey unto the said part...of the second part,.....  
heirs and assigns, Forever, all the tract...or parcel...of land lying and being  
in the County of.....and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-  
tenances thereunto belonging or in anywise appertaining, to the said part...of the  
second part,.....heirs and assigns, Forever.

In Testimony Whereof, The said part...of the first part ha...hereunto  
set.....hand...the day and year first above written.

In Presence of

} .....  
} .....  
} .....  
} .....

(Acknowledgment and filing back same as in Form No. 1.) Recording fee \$0.75.

**Form No. 28**  
**Quitclaim Deed**  
**Individual to Corporation**

THIS INDENTURE, Made this.....day of....., 19....,  
between .....  
of the County of.....and State of....., part...of the first part, and.....  
.....  
a corporation under the laws of the State of....., party of the second part,

Witnesseth, That the said part...of the first part, in consideration of the  
sum of.....DOLLARS, to.....in hand paid by the said party of the second  
part, the receipt whereof is hereby acknowledged, do...hereby Grant, Bargain,  
Quitclaim, and Convey unto the said party of the second part, its successors and  
assigns, Forever, all the tract...or parcel...of land lying and being in the  
County of.....and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-  
tenances thereunto belonging or in anywise appertaining, to the said parties of the  
second part, its successors and assigns, Forever.

In Testimony Whereof, The said part...of the first part ha...hereunto  
set.....hand...the day and year first above written.

In Presence of

} .....  
} .....  
} .....  
} .....

(Acknowledgment and filing back same as in Form No. 1.) Recording fee \$0.75.

**Form No. 29**  
**Quitclaim Deed**  
**Individual to Joint Tenants**

THIS INDENTURE, Made this.....day of....., 19....  
between .....  
of the County of.....and State of....., part...of the first part, and  
.....  
of the County of.....and State of....., parties of the second part,

Witnesseth, That the said part...of the first part, in consideration of the  
sum of.....DOLLARS, to.....in hand paid by the said parties of the  
second part, the receipt whereof is hereby acknowledged, do...hereby Grant,  
Bargain, Quitclaim, and Convey unto the said parties of the second part as joint  
tenants and not as tenants in common, their assigns, the survivor of said parties,  
and the heirs and assigns of the survivor, Forever, all the tract...or parcel...of  
land lying and being in the County of.....and State of Minnesota, described as  
follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-  
tenances thereunto belonging or in anywise appertaining to the said parties of the  
second part, their assigns, the survivor of said parties, and the heirs and assigns  
of the survivor, Forever, the said parties of the second part taking as joint tenants  
and not as tenants in common.

In Testimony Whereof, The said part...of the first part ha...hereunto  
set.....hand...the day and year first above written.

APPENDIX NO. 1—CONVEYANCING FORMS

In Presence of } .....  
..... } .....  
..... } .....  
(Acknowledgment and filing back same as in Form No. 1.) Recording fee \$0.75.

Form No. 30  
Quitclaim Deed  
Corporation to Individual

THIS INDENTURE, Made this.....day of....., 19.....  
between .....  
a corporation under the laws of the State of....., party of the first part, and  
.....  
of the County of.....and State of....., part... of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum  
of.....DOLLARS, to it in hand paid by the said part...of the second  
part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain,  
Quitclaim, and Convey unto the said part...of the second part, .....heirs and  
assigns, Forever, all the tract...or parcel...of land lying and being in the  
County of.....and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-  
tenances thereunto belonging or in anywise appertaining, to the said part...of the  
second part,.....heirs and assigns, Forever.

In Testimony Whereof, The said first party has  
caused these presents to be executed in its corporate  
name by its.....President and its.....  
and its corporate seal to be hereunto affixed the day  
and year first above written.

In Presence of } .....  
..... } By .....  
..... } Its ..... President  
..... } Its .....

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)  
Recording fee \$1.00.

Form No. 31  
Quitclaim Deed  
Corporation to Corporation

THIS INDENTURE, Made this.....day of....., 19.....  
between .....  
a corporation under the laws of the State of.....party of the first part, and  
.....  
a corporation under the laws of the State of....., party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum  
of..... DOLLARS, to it in hand paid by the said party of the second part,  
the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Quitclaim,  
and Convey unto the said party of the second part, its successors and assigns,  
Forever, all the tract...or parcel... of land lying and being in the County of  
.....and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-  
tenances thereunto belonging or in anywise appertaining, to the said party of the  
second part, its successors and assigns, Forever.

In Testimony Whereof, The said first party has  
caused these presents to be executed in its corporate  
name by its.....President and its.....  
and its corporate seal to be hereunto affixed the day  
and year first above written.

In Presence of } .....  
..... } By .....  
..... } Its ..... President  
..... } Its .....

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)  
Recording fee \$1.00.

Form No. 32  
Quitclaim Deed  
Corporation to Joint Tenants

THIS INDENTURE, Made this.....day of....., 19.....  
between .....

APPENDIX NO. 1—CONVEYANCING FORMS

a corporation under the laws of the State of....., party of the first part, and  
of the County of.....and State of....., parties of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum  
of..... DOLLARS, to it in hand paid by the said parties of the second  
part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain,  
Quitclaim, and Convey unto the said parties of the second part as joint tenants and  
not as tenants in common, their assigns, the survivor of said parties, and the heirs  
and assigns of the survivor, Forever, all the tract....or parcel....of land lying  
and being in the County of.....and State of Minnesota, described as follows,  
to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-  
tenances thereunto belonging or in anywise appertaining, to the said part....of  
the second part, their assigns, the survivor of said parties and the heirs and assigns  
of the survivor, Forever, the said parties of the second part taking as joint tenants  
and not as tenants in common.

In Testimony Whereof, The said first party has  
caused these presents to be executed in its corporate  
name by its.....President and its.....  
and its corporate seal to be hereunto affixed the day  
and year first above written.

|                |   |                    |
|----------------|---|--------------------|
| In Presence of | } | .....              |
| .....          |   | By .....           |
| .....          |   | Its .....President |
|                |   | Its .....          |

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)  
Recording fee \$1.00.

**Form No. 33**

**Quitclaim Deed (Statutory Short Form)**  
**By Individual**

Know All Men by these Presents, That the Grantor.....of.....  
and State of....., for and in consideration of the sum of.....DOLLARS,  
to.....in hand paid, do...hereby Convey and Quitclaim to.....  
.....  
of..... County, State of....., as Grantee...., the Real Estate, situate in  
the County of....., State of Minnesota, described as follows, to-wit:

Dated at.....this.....day of....., 19.....

|                |   |       |
|----------------|---|-------|
| In Presence of | } | ..... |
| .....          |   | ..... |
| .....          |   | ..... |

(Acknowledgment and filing back same as in Form No. 1.) Recording fee \$0.75.

**Form No. 34**

**Quitclaim Deed (Statutory Short Form)**  
**By Corporation**

Know All Men by these Presents, That the Grantor.....  
a corporation under the laws of the State of....., for and in consideration of  
the sum of.....DOLLARS, to.....in hand paid, does hereby Convey and  
Quitclaim to.....  
of..... County, State of....., as Grantee...., the Real Estate, situate in  
the County of....., State of Minnesota, described as follows, to-wit:

Dated at.....  
this.....day of....., 19.....

|                |   |                    |
|----------------|---|--------------------|
| In Presence of | } | .....              |
| .....          |   | By .....           |
| .....          |   | Its .....President |
|                |   | Its .....          |

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 1.)  
Recording fee \$1.00.

**Form No. 35**

**Probate Deed (Private Sale under License)**  
**By Individual Representative or Guardian.**

THIS INDENTURE, Made this.....day of....., 19.....  
between.....  
.....as.....of the Estate of....., part...of the first part,  
and.....  
of the County of.....and State of....., part...of the second part,

APPENDIX NO. 1—CONVEYANCING FORMS

Witnesseth, That whereas the Probate Court of.....County, Minnesota, in the matter of the Estate of....., did, on the.....day of....., 19...., enter its order authorizing and empowering the part...of the first part, as such....., to make private sale of the real estate hereinafter described, and said part...of the first part, having made and filed in said court the bond and oath required by law, and by said order, and having caused said real estate to be appraised by two competent persons appointed by said court, and having sold the same to the second part...hereto at private sale, for the consideration hereinafter named, and having made and filed in said court...report of sale, and

Whereas, The said court did on the.....day of....., 19...., enter an order confirming said sale and directing the part...of the first part to convey said real estate to said second part.....

Now, Therefore, The said part...of the first part, by virtue of said order, and in consideration of the sum of..... DOLLARS, to.....in hand paid by said part...of the second part, the receipt whereof is hereby acknowledged, do... hereby Grant, Bargain, Sell, and Convey, unto the said part...of the second part, .....and assigns, Forever, all the tract...or parcel...of land, lying and being in the County of.....and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said part...of the second part,.....and assigns, Forever.

In Testimony Whereof, The said part...of the first part ha.....hereunto set .....hand....the day and year first above written.

In Presence of }  
 ..... }  
 ..... } As .....of the  
 ..... } Estate of .....  
 STATE OF MINNESOTA, } ss.  
 County of .....

On this.....day of....., 19...., before me, a....., within and for said County, personally appeared.....as.....of the estate of....., deceased, to me known to be the person...described in, and who executed the foregoing instrument, and acknowledged that...he...executed the same as.... free act and deed for the purposes therein expressed.

Notary Public .....County, Minn.  
 My commission expires....., 19....

(Filing back same as in Form No. 1.) Recording fee \$1.25.

**Form No. 36**

**Probate Deed (Private Sale under License)  
 By Corporate Representative or Guardian**

This Indenture, Made this.....day of.....19...., between..... a corporation under the laws of the State of....., as.....of the Estate of....., party of the first part, and..... of the County of.....and State of....., part...of the second part,

Witnesseth, That whereas the Probate Court of.....County, Minnesota, in the matter of the Estate of....., did, on the.....day of....., 19...., enter its order authorizing and empowering the party of the first part as such.....to make private sale of the real estate hereinafter described, and said party of the first part having made and filed in said court the bond and oath required by law, and by said order, and having caused said real estate to be appraised by two competent persons appointed by said court, and having sold the same to the second part...hereto at private sale, for the consideration hereinafter named, and having made and filed in said court its report of sale, and

Whereas, The said court did on the.....day of....., 19...., enter an order confirming said sale and directing the party of the first part to convey said real estate to said second part.....,

Now, Therefore, The said party of the first part, by virtue of said order, and in consideration of the sum of..... DOLLARS, to it in hand paid by said part... of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey, unto the said part...of the second part, .....and assigns, forever, all the tract...or parcel...of land, lying and being in the County of.....and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said part...of the second part, .....

APPENDIX NO. 1--CONVEYANCING FORMS

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its.....President and its..... and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of }  
 ..... } By .....  
 ..... } Its ..... President  
 ..... }  
 ..... } Its .....  
 ..... } As ..... of the  
 ..... } Estate of .....

STATE OF MINNESOTA, }  
 County of ..... } ss.

On this.....day of....., 19....., before me, a....., within and for said County, personally appeared.....and.....to me personally known, who, being each by me duly sworn, did say that they are respectively the..... President and the.....of..... the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation as.....of the Estate of....., deceased, by authority of its Board of....., and said.....and.....acknowledged said instrument to be the free act and deed of said corporation for the purposes therein expressed.

Notary Public .....County, Minn.  
 My commission expires....., 19.....  
 (Filing back same as in Form No. 1.) Recording fee \$1.50.

Form No. 37

Probate Deed (per Decree for Conveyance)  
 By Individual Representative

THIS INDENTURE, Made this.....day of....., 19....., between.... as.....of the Estate of....., deceased, part...of the first part, and.....of the County of.....and State of....., part...of the second part, Witnesseth, That whereas the said decedent was in his life time bound by a contract in writing bearing date the.....day of....., 19....., to convey to.....the real estate hereinafter described .....

And Whereas, On the.....day of....., 19....., the Probate Court of the County of.....in the State of Minnesota, after notice to all persons interested, as required by law, duly made a decree, authorizing and directing the said part...of the first part as such representative...of the estate of said decedent, to make and execute a conveyance of said real estate to said part...of the second part,

Now, Therefore, The said part..... of the first part, in consideration of the premises, and the sum of.....DOLLARS, to.....in hand paid by said part...of the second part, the receipt whereof is hereby acknowledged, do.... hereby Grant, Bargain, Sell, and Convey, unto the said part...of the second part, .....and assigns, forever, all the tract...or parcel...of land, lying and being in the County of.....and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest, claim, and demand whatsoever, which the said decedent had at the time of death to the said part...of the second part,.....and assigns, Forever.

In Testimony Whereof, The said part...of the first part ha...hereunto set .....hand....the day and year first above written.

In Presence of }  
 ..... } As ..... of the  
 ..... } Estate of .....  
 ..... } Deceased.

(Acknowledgment same as in Form No. 35. Filing back same as in Form No. 1.)  
 Recording fee \$1.25.

Form No. 38

Probate Deed (per Decree for Conveyance)  
 By Corporate Representative

THIS INDENTURE, Made this.....day of....., 19....., between.....

APPENDIX NO. 1—CONVEYANCING FORMS

a corporation under the laws of the State of....., as.....of the Estate of  
 ..... deceased, party of the first part, and.....  
 of the County of..... and State of....., part... of the second part,

Witnesseth, That whereas the decedent was in his life-time bound by a contract  
 in writing, bearing date the.....day of....., 19...., to convey to.....  
 .....  
 the real estate hereinafter described.....

And Whereas, On the.....day of....., 19...., the Probate Court of  
 the County of.....in the State of Minnesota, after notice to all persons inter-  
 ested, as required by law, duly made a decree, authorizing and directing the said  
 party of the first part as such representative of the estate of said decedent to make  
 and execute a conveyance of said real estate to said part... of the second part.

Now, Therefore, The said party of the first part, in consideration of the premises  
 and the sum of.....DOLLARS, to it in hand paid by the said part... of the  
 second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bar-  
 gain, Sell, and Convey, unto the said part... of the second part, .....and  
 assigns, Forever, all the tract.....or parcel.....of land, lying and being in the  
 County of.....and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-  
 tenances thereunto belonging, or in anywise appertaining, and all the estate, right,  
 title, interest, claim and demand whatsoever, which the said decedent had at the  
 time of death, to the said part... of the second part,..... and assigns, Forever.

In Testimony Whereof, The said first party has  
 caused these presents to be executed in its corporate  
 name by its.....President and its.....  
 and its corporate seal to be hereunto affixed the day  
 and year first above written.

|                |   |                    |
|----------------|---|--------------------|
| In Presence of | } | By .....           |
| .....          |   | Its .....President |
| .....          |   | Its .....          |
|                |   | As .....of the     |
|                |   | Estate of .....    |
|                |   | Deceased.          |

(Acknowledgment same as in Form No. 36. Filing back same as in Form No. 1.)  
 Recording fee \$1.50.

**Form No. 39**

**Probate Deed (Under Power in Will)  
 By Individual Representative**

THIS INDENTURE, Made this.....day of....., 19...., between.....  
 .....as.....of the Estate of..... deceased, part... of the first part,  
 and .....  
 of the County of..... and State of....., part... of the second part,

Witnesseth, That whereas .....  
 late of the.....of....., in the County of..... and State of.....,  
 deceased, in.....life-time, made and executed.....Last Will and Testament,  
 bearing date the.....day of....., 19...., whereby among other things,  
 ... he constituted and appointed .....  
 execut... of.....said Last Will and Testament, and did thereby empower the  
 said execut... to sell and dispose of the real estate belonging to the said testat...  
 at the time of.....death, which Will was duly admitted to probate on the....  
 day of....., 19...., by the Probate Court of.....County, Minnesota.

Now, Therefore, The said part... of the first part, by virtue of the power and  
 authority to.....given in and by the said Last Will and Testament, and in  
 consideration of the sum of..... DOLLARS, do... hereby Grant, Bargain, Sell,  
 and Convey, unto the said part... of the second part,..... and assigns, Forever,  
 all the tract... or parcel... of land, lying and being in the County of.....  
 and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-  
 tenances thereunto belonging, or in anywise appertaining, and all the estate, right,  
 title, interest, claim, and demand whatsoever, which the said decedent had at the  
 time of death to the said part... of the second part,..... and assigns, Forever.

In Testimony Whereof, The said part... of the first part ha... hereunto set  
 .....hand.... the day and year first above written.

|                |   |                 |
|----------------|---|-----------------|
| In Presence of | } | As .....of the  |
| .....          |   | Estate of ..... |
| .....          |   | Deceased.       |

(Acknowledgment same as in Form No. 35. Filing back same as in Form No. 1.)  
 Recording fee \$1.25.

**Form No. 40**

**Probate Deed (Under Power in Will)  
By Corporate Representative**

**THIS INDENTURE**, Made this.....day of....., 19...., between.....  
.....  
a corporation under the laws of the State of....., as.....of the Estate of  
....., deceased, party of the first part, and.....  
of the County of.....and State of....., part...of the second part,

Witnesseth, That whereas .....  
late of the.....of....., in the County of....., and State of.....,  
deceased, in.....life-time, made and executed.....Last Will and Testament,  
bearing date the.....day of....., 19...., whereby among other things,  
...he constituted and appointed.....  
execut...of.....said Last Will and Testament, and did thereby empower the  
said execut...to sell and dispose of the real estate belonging to the said testat...  
at the time of.....death, which Will was duly admitted to probate on the  
.....day of....., 19...., by the Probate Court of.....County, Minne-  
sota.

Now, Therefore, The said party of the first part, by virtue of the power and  
authority to it given in and by the said Last Will and Testament, and in considera-  
tion of the sum of..... DOLLARS, to it in hand paid by the said part...of  
the second part, the receipt whereof is hereby acknowledged, does hereby Grant,  
Bargain, Sell, and Convey, unto the said part...of the second part,.....and  
assigns, forever, all the tract...or parcel...of land, lying and being in the  
County of.....and State of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appur-  
tenances thereunto belonging, or in anywise appertaining, and all the estate, right,  
title, interest, claim, and demand whatsoever, which the said decedent had at the  
time of death, to the said part...of the second part,.....and assigns, Forever.

In Testimony Whereof, The said first party has  
caused these presents to be executed in its corporate  
name by its.....President and its.....  
and its corporate seal to be hereunto affixed the day and  
year first above written.

|                |   |   |
|----------------|---|---|
| In Presence of | } | .....<br>By .....<br>Its .....President<br>.....<br>Its .....<br>As .....of the<br>Estate of .....<br>Deceased. |
|----------------|---|---|

(Acknowledgment same as in Form No. 36. Filing back same as in Form  
No. 1.) Recording fee \$1.50.

**Form No. 41**

**Mortgage Deed  
Individual to Individual**

**THIS INDENTURE**, Made this.....day of....., 19...., between.....  
of the County of.....and State of....., mortgagor....., and.....  
.....  
of the County of.....and State of....., mortgagee.....,

Witnesseth, That the said mortgagor..... in consideration of the sum of  
..... DOLLARS, to.....in hand paid by the said mortgagee....., the  
receipt whereof is hereby acknowledged, do.....hereby Grant, Bargain, Sell, and  
Convey unto the said mortgagee....., .....heirs and assigns, Forever, all the  
tract...or parcel...of land lying and being in the County of.....and State  
of Minnesota, described as follows, to-wit:

To Have and to Hold the Same, Together with the hereditaments and appur-  
tenances thereto belonging to the said mortgagee....., .....heirs and assigns,  
Forever. And the said mortgagor....., for.....heirs, administrators, execu-  
tors and assigns, do...covenant with the said mortgagee....., .....heirs and  
assigns, as follows: That.....lawfully seized of said premises and ha... good  
right to sell and convey the same; that the same are free from all incumbrances,  
.....  
that the mortgagee....., .....heirs and assigns, shall quietly enjoy and possess  
the same; and that the mortgagor...will Warrant and Defend the title to the  
same against all lawful claims not hereinbefore specifically excepted.

Provided, Nevertheless, That if the said mortgagor....., .....heirs, ad-  
ministrators, executors or assigns, shall pay to the said mortgagee..... heirs  
or assigns, the sum of.....DOLLARS, according to the terms of.....prin-  
cipal promissory note...of even date herewith due and payable,

APPENDIX NO. 1—CONVEYANCING FORMS

with interest thereon at the rate of.....per cent per annum.....  
 executed by the said mortgagor...., and payable to the order of said mortgagee....  
 at .....  
 and shall repay to said mortgagee...., .....heirs or assigns, at the times and  
 with interest as hereinafter specified, all sums advanced in protecting the lien of  
 this mortgage, in payment of taxes on said premises, insurance premiums covering  
 buildings thereon, principal or interest on any prior liens, expenses and attorney's  
 fees herein provided for and sums advanced for any other purpose authorized herein,  
 and shall keep and perform all the covenants and agreements herein contained,  
 then this deed to be null and void, and to be released at the mortgagor's expense.

AND THE MORTGAGOR...., for.....heirs, administrators and executors,  
 do...hereby covenant and agree with the mortgagee...., .....heirs and as-  
 signs, to pay the principal sum of money and interest as above specified; to pay  
 all taxes and assessments now due or that may hereafter become liens against  
 said premises at least ten days before penalty attaches thereto; to keep any build-  
 ings on said premises insured by companies approved by the mortgagee...against  
 loss by fire for at least the sum of.....Dollars, and against loss by windstorm  
 for at least the sum of.....Dollars, and to deliver to said mortgagee...the  
 policies for such insurance with mortgage clause attached in favor of said mortgagee  
 ....or.....assigns; to pay, when due, both principal and interest of all prior  
 liens or incumbrances, if any, above mentioned, and to keep said premises free and  
 clear of all other prior liens or incumbrances; to commit or permit no waste on said  
 premises and to keep them in good repair; to complete forthwith any improvements  
 which may hereafter be under course of construction thereon, and to pay any other  
 expenses and attorney's fees incurred by said mortgagee...., .....heirs or as-  
 signs, by reason of litigation with any third party for the protection of the lien  
 of this mortgage.

In case of failure to pay said taxes and assessments, prior liens or incum-  
 brances, expenses and attorney's fees as above specified, or to insure said buildings  
 and deliver the policies as aforesaid, the mortgagee...., .....heirs or assigns,  
 may pay such taxes, assessments, prior liens, expenses and attorney's fees and inter-  
 est thereon, or effect such insurance, and the sums so paid shall bear interest at the  
 highest rate permitted by law from the date of such payment, shall be impressed  
 as an additional lien upon said premises and be immediately due and payable from  
 the mortgagor.....heirs or assigns, to said mortgagee...., .....heirs or  
 assigns, and this mortgage shall from date thereof secure the repayment of such  
 advances with interest.

In case of default in any of the foregoing covenants, the mortgagor....con-  
 fer...upon the mortgagee...the option of declaring the unpaid balance of said  
 principal note and the interest accrued thereon, together with all sums advanced  
 hereunder, immediately due and payable without notice, and hereby authorize and  
 empower said mortgagee...., .....heirs and assigns, to foreclose this mort-  
 gage by judicial proceedings or to sell said premises at public auction and convey  
 the same to the purchaser in fee simple in accordance with the statute, and out of  
 the moneys arising from such sale to retain all sums secured hereby, with interest  
 and all legal costs and charges of such foreclosure and the maximum attorney's  
 fee permitted by law, which costs, charges and fees the mortgagor.....herein  
 agree...to pay.

In Testimony Whereof, The said mortgagor...ha...hereunto set.....  
 hand...the day and year first above written.

In Presence of } .....  
 ..... } .....  
 ..... } .....

(Acknowledgment same as in Form No. 1.)



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to pay, when due, both principal and interest of all prior liens or incumbrances, if any, above mentioned and to keep said premises free and clear of all other prior liens or incumbrances; to commit or permit no waste on said premises and to keep them in good repair; to complete forthwith any improvements which may hereafter be under course of construction thereon, and to pay any other expenses and attorney's fees incurred by said mortgagee, its successors or assigns, by reason of litigation with any third party for the protection of the lien of this mortgage.

In case of failure to pay said taxes and assessments, prior liens or incumbrances, expenses and attorney's fees as above specified, or to insure said buildings and deliver the policies as aforesaid, the mortgagee, its successors or assigns, may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or effect such insurance, and the sums so paid shall bear interest at the highest rate permitted by law from the date of such payment, shall be impressed as an additional lien upon said premises and be immediately due and payable from the mortgagor . . . . . heirs or assigns, to said mortgagee, its successors or assigns, and this mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the mortgagor . . . confer . . . upon the mortgagee the option of declaring the unpaid balance of said principal note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorize and empower said mortgagee, its successors and assigns, to foreclose this mortgage by judicial proceedings or to sell said premises at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the mortgagor . . . herein agree . . . to pay.

In Testimony Whereof, The said Mortgagor . . . ha . . . hereunto set . . . . . hand . . . . . the day and year first above written.

In Presence of

..... }  
 ..... }  
 ..... }

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 41.)

Recording fee \$1.75.

**Form No. 43**

**Mortgage Deed  
 Corporation to Individual or Corporation**

**THIS INDENTURE**, Made this . . . . . day of . . . . ., 19 . . . . . between . . . . . a corporation under the laws of the State of . . . . ., mortgagor, and . . . . . of the County of . . . . ., and State of . . . . ., mortgagee . . . . .

Witnesseth, That the said mortgagor . . . . ., in consideration of the sum of . . . . . DOLLARS, to it in hand paid by the said mortgagee . . . . ., the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said mortgagee . . . . . and assigns, Forever, all the tract . . . or parcel . . . of land lying and being in the County of . . . . . and State of Minnesota, described as follows, to-wit:

**To Have and to Hold the Same**, Together with all the hereditaments and appurtenances thereto belonging, to the said mortgagee . . . . . and assigns, Forever. And the said mortgagor for itself, its successors and assigns does covenant with the said mortgagee . . . . . and assigns, as follows: That it is lawfully seized of said premises and has good right to sell and convey the same; that the same are free from all incumbrances, . . . . . that the mortgagee . . . . . and assigns, shall quietly enjoy and possess the same; and that the mortgagor will Warrant and Defend the title to the same against all lawful claims not hereinbefore expressly excepted.

**Provided**, Nevertheless, That if the said mortgagor, its successors, or assigns, shall pay to the said mortgagee . . . . . or assigns, the sum of . . . . . Dollars, according to the terms of . . . . . principal promissory note . . . of even date herewith due and payable, with interest thereon at the rate of . . . per cent per annum . . . . . executed by the said mortgagor, and payable to the order of said mortgagee . . . at . . . . . and shall repay to said mortgagee . . . . . or assigns at the times and with interest as hereinafter specified, all sums advanced in protecting the lien of this mortgage, in payment of taxes on said premises, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized here-

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in, and shall keep and perform all the covenants and agreements herein contained, then this deed to be null and void, and to be released at the mortgagor's expense.

AND THE MORTGAGOR, for itself, its successors and assigns, does hereby covenant and agree with the mortgagee..... and assigns, to pay the principal sum of money and interest as above specified; to pay all taxes and assessments now due or that may hereafter become liens against said premises at least ten days before penalty attaches thereto; to keep any buildings on said premises insured by companies approved by the mortgagee... against loss by fire for at least the sum of..... Dollars and against loss by windstorm for at least the sum of..... Dollars, and to deliver to said mortgagee... the policies for such insurance with mortgage clause attached in favor of said mortgagee... or..... assigns; to pay, when due, both principal and interest of all prior liens or incumbrances, if any, above mentioned, and to keep said premises free and clear of all other prior liens or incumbrances; to commit or permit no waste on said premises and to keep them in good repair; to complete forthwith any improvements which may hereafter be under course of construction thereon, and to pay any other expenses and attorney's fees incurred by said mortgagee...., ..... or assigns, by reason of litigation with any third party for the protection of the lien of this mortgage.

In case of failure to pay said taxes and assessments, prior liens or incumbrances, expenses and attorney's fees as above specified, or to insure said buildings and deliver the policies as aforesaid, the mortgagee...., ..... or assigns, may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or effect such insurance, and the sums so paid shall bear interest at the highest rate permitted by law from the date of such payment, shall be impressed as an additional lien upon said premises and be immediately due and payable from the mortgagor, its successors or assigns, to said mortgagee...., ..... or assigns, and this mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, the mortgagor confers upon the mortgagee... the option of declaring the unpaid balance of said principal note, and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers said mortgagee.... and assigns to foreclose this mortgage by judicial proceedings or to sell said premises at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the mortgagor herein agrees to pay.

In Testimony Whereof, The said mortgagor has caused these presents to be executed in its corporate name by its..... President and its..... and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of }  
 ..... } By.....  
 ..... } Its..... President  
 ..... }  
 ..... } Its.....

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 41.)  
 Recording fee \$2.00.

Form No. 44

Mortgage Deed (Assignment of Rent Clause)  
 Individual to Individual

(See, also, §§8204-9 to 8204-11 herein.)

THIS INDENTURE, Made this..... day of....., 19....., between....  
 .....  
 of the County of..... and State of....., part... of the first part, and  
 .....  
 of the County of..... and State of....., part... of the second part,

Witnesseth, That the said part... of the first part, in consideration of the sum of..... DOLLARS (\$.....), to..... in hand paid by the said part... of the second part, the receipt whereof is hereby acknowledged, do... hereby Grant, Bargain, Sell and Convey unto the said part... of the second part, ..... and assigns, Forever, all the tract... or parcel... of land lying and being in the County of..... and State of Minnesota, described as follows, to-wit:....

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto now or hereafter belonging or in anywise appertaining, including all gas fixtures and electric lighting fixtures, all heating and plumbing apparatus and fixtures of every nature and kind whatsoever, all storm windows, storm doors and vestibules, and all screen doors and window screens, unto the said part... of the second part, Forever.

And the said part... of the first part, do... covenant with the said part... of the second part, as follows: First, that..... lawfully seized of said premises in

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fee simple; Second, that.....ha....good right to convey the same; Third, that the same are free from all liens and incumbrances.....  
 .....  
 Fourth, that said part...of the second part shall quietly enjoy and possess the same, and that the said part...of the first part will Warrant and Defend the title to the same against all lawful claims not hereinbefore expressly excepted.

Provided, Nevertheless, That if the said part...of the first part shall, well and truly pay or cause to be paid to the said part...of the second part, the sum of .....Dollars (\$.....), payable, with interest thereon, before and after maturity, at the rate of.....(....) per cent per annum, principal and interest payable in gold coin of the United States, of the present standard of weight and fineness, according to the conditions of..... (....) promissory note....., executed and delivered by.....said part...of the first part to said part...of the second part, payable to the order of said part...of the second part, at .....and bearing even date herewith, and shall keep and perform all and singular the covenants herein contained on the part of the said part...of the first part to be kept and performed, then this deed shall be null and void, otherwise to be and remain in full force and effect. The time of payment of said note...and this mortgage may be extended by the mutual written agreement of the holder...thereof and the owner...of said premises, but such extension shall not operate to release the part...of the first part from personal obligation upon said note.....

And the said part...of the first part do...further covenant and agree with the said part...of the second part, that.....will pay said sums of money above specified, and the interest thereon, at the time and in the manner above mentioned, at the office of....., in....., or at such other place in the United States of America as the holder...hereof may from time to time in writing designate, and that at all times during the continuance of this mortgage, and until the same shall be fully paid or released.....will keep the buildings on said premises unceasingly insured against fire and windstorm in such first-class, responsible..... Insurance Company or Companies as the part...of the second part shall select or designate; such fire insurance to be for at least the sum of.....Dollars (\$.....), and such windstorm insurance to be for at least the sum of..... Dollars (\$.....), all payable in case of loss to said part...of the second part, to the amount then secured by this mortgage, with a mortgage and subrogation clause satisfactory to said part...of the second part, attached to such policy or policies of insurance, and if a greater amount of insurance is placed upon said buildings than the amount aforesaid, then all such insurance shall be made payable in case of loss as aforesaid, and with like subrogation clause, said policy or policies to be at all times deposited with said part...of the second part, and will promptly pay the premium for all such insurance, and that.....will during all said time pay all taxes or assessments that may for any and all purposes be payable, assessed or imposed on said premises, or any part thereof, and will pay them before the same shall become delinquent and before a penalty might attach for non-payment thereof, and that in case of failure so to keep said buildings continually insured, or the premiums aforesaid promptly paid, or such taxes paid as herein provided, or if said part...of the first part herein shall fail to pay and discharge any lien upon said premises which the protection of the lien of this mortgage may require to be paid, then and in either of such cases the said part...of the first part do...hereby authorize and empower the said part...of the second part, at.....option, to effect such insurance, and pay all such unpaid premiums, and pay such taxes or assessments, and cancel and discharge such liens, and all such sum or sums paid for any and all such purposes, shall be tacked and impressed as an additional lien upon said premises, and shall be secured by and be collectible as a part of this mortgage, and bear interest at the same rate as the indebtedness secured hereby. And in case it shall become necessary or expedient to foreclose this mortgage by reason of any default in its terms or conditions, then said part...of the first part do...hereby authorize and fully empower said part...of the second part to effect insurance upon the buildings aforesaid for the amount aforesaid for a period covering the time of redemption from the sale of said premises under such foreclosure and to pay the premium therefor, and the amount so paid shall be tacked and impressed as an additional lien upon said premises and shall be secured by and be collectible as a part of this mortgage, and bear interest at the same rate as the indebtedness secured hereby. And it is hereby stipulated and agreed by and between the parties hereto that in case said part...of the first part shall neglect or fail to keep said buildings continually insured or to pay the premiums for insurance, or the taxes or assessments as herein stipulated, the said part...of the first part in such case do...hereby bargain, sell, assign and set over unto the said part...of the second part, all the rents and moneys which, whether before or after foreclosure or during the period of redemption until the full and complete payment of the said taxes and said premiums, shall accrue and be owing for the use or occupation of the said premises and of the buildings thereon, or of any part thereof; and for the purpose aforesaid and not otherwise, during the time last afore-

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said, the part . . . of the first part do . . . hereby constitute and appoint said part . . . of the second part, . . . attorney in fact, irrevocably in . . . name, to receive, collect and receipt for all sums due or owing for such use and occupation, as the same accrue, and out of the amount so collected to pay and discharge all taxes, assessments and premiums for insurance upon said premises, so far as the sums so collected by . . . shall be sufficient for that purpose, paying the overplus from time to time, if any there be, to said part . . . of the first part.

The part . . . of the first part do . . . further covenant and agree that if any lien for labor, skill or material shall be filed for record during the life of this mortgage, upon or against the premises hereby mortgaged, the said mortgagor . . . will, within thirty days after the date of its filing for record, either pay off the said lien and secure its satisfaction of record, or will protect the mortgagee . . . against any loss or damage growing out of its enforcement, by depositing with the mortgagee . . . the amount claimed to be due on said lien, with an additional sum of \$100.00 to cover interest and costs; or by furnishing a bond for the same amount in the form and with the sureties to be approved by the mortgagee . . . If the validity of said lien shall be established either by agreement of the lienor and the mortgagor . . . , or by a legal adjudication, the mortgagee . . . may use so much of the moneys deposited with . . . , as aforesaid, as may be necessary for the purpose, to pay off and discharge said lien, returning any surplus to the mortgagor . . . .

And it is hereby stipulated and agreed by and between the parties hereto, that in case of the payment of taxes or assessments upon the said premises by the said part . . . of the second part, as hereinbefore provided, the receipt or receipts of the proper officer for the same in the hands of the said part . . . of the second part shall be conclusive evidence of the validity and amount of such taxes or assessments, and that if default shall be made in any of the conditions or covenants herein contained on the part of the said part . . . of the first part, to be kept and performed, that then and from thenceforth, it shall be lawful for the said part . . . of the second part or . . . agent or attorney, at . . . election, to declare the whole sum hereby secured as immediately due and payable, without any notice, and proceed to enforce the payment thereof in like manner as if the same had become due and payable by the terms of said note . . . .

And it is also hereby stipulated and agreed by and between the parties hereto, that the part . . . of the first part shall not and will not apply for or claim any deduction by reason of this mortgage from the taxable value of said land, premises or property, but will pay all taxes upon the same in full.

The part . . . of the first part will pay all taxes, excepting only the federal income tax, which may be assessed upon the said land, premises or property, or upon the part . . . of the second part's interest therein, or upon this mortgage or the moneys secured hereby, without regard to any law heretofore enacted, or hereafter to be enacted, imposing payment of the whole or any part thereof upon the part . . . of the second part. Upon violation of this undertaking or the passage by the State of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the part . . . of the second part; or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the part . . . of the first part as herein provided to pay any tax or taxes is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the part . . . of the second part become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted, unless following the levy of any such tax the part . . . of the first part shall have paid said tax before the same becomes delinquent.

But if default shall be made in the payment of said sum or sums of money or interest, or any part thereof, or in paying the taxes, assessments or insurance premiums on said premises, or in cancelling or discharging the liens above referred to, at the time and in the manner herein specified for the payment thereof, or in the performance of any of the covenants or agreements herein contained, the said part . . . of the first part in such case do . . . hereby authorize and fully empower the said part . . . of the second part to foreclose this mortgage and sell said premises hereby granted, at public auction, and convey the same to the purchaser, in fee simple, agreeably to the statute in such case made and provided, and out of the proceeds arising from such sale to retain the principal and interest which shall then be owing on said note . . . , together with all such sum or sums of money as the said part . . . of the second part shall have paid for taxes, assessments, insurance, or discharging liens as aforesaid, with interest thereon as herein provided and all costs and charges of such foreclosure, including the sum of . . . Dollars (\$ . . . ) as attorney's fees, and pay the overplus, if any, to the said part . . . of the first part. It is agreed that the record of assignment of this mortgage in the office of the Register of Deeds of said . . . County, shall of itself be deemed notice of such assignment to said part . . . of the first part for all purposes.

All grants, privileges, covenants, agreements, obligations and conditions set forth in this instrument shall inure to and be obligatory upon the heirs, legal representatives, successors and assigns of the respective parties hereto, as fully in all respects as though specifically hereinbefore set forth.

In Testimony Whereof, The said part . . . of the first part ha . . . hereunto set . . . hand . . . the day and year first above written.

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In Presence of  
 .....  
 .....  
 .....  
 .....  
 }  
 .....  
 .....  
 .....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 41.)  
 Recording fee \$3.00.

**Form No. 45**

**Mortgage Deed (Assignment of Rent Clause)  
 Individual to Corporation**  
 (See, also, §§8204-9 to 8204-11 herein.)

**THIS INDENTURE**, Made this.....day of....., 19...., between....  
 .....  
 ..... of the County of.....State of....., part...of the first part, and  
 .....  
 a corporation under the laws of the State of....., party of the second part.

Witnesseth, That the said part...of the first part, in consideration of the  
 sum of..... DOLLARS (\$.....), to.....in hand paid by the said  
 party of the second part, the receipt whereof is hereby acknowledged, do...hereby  
 Grant, Bargain, Sell, and Convey unto the said party of the second part, its succes-  
 sors and assigns, Forever, all the tract...or parcel...of land lying and being in  
 the County of.....and State of Minnesota, described as follows, to-wit:.....

To Have and to Hold the Same, Together with all the hereditaments and appur-  
 tenances thereunto now or hereafter belonging or in any wise appertaining, includ-  
 ing all gas fixtures and electric lighting fixtures, all heating and plumbing apparatus  
 and fixtures of every nature and kind whatsoever, all storm windows, storm doors  
 and vestibules, and all screen doors and window screens, unto the said party of  
 the second part, Forever.

And the said part...of the first part, do...covenant with the said party of  
 the second part, as follows: First, that.....lawfully seized of said premises in  
 fee simple; Second, that.....ha...good right to convey the same; Third,  
 that the same are free from all liens and incumbrances.....  
 .....  
 Fourth, that the said party of the second part shall quietly enjoy and possess the  
 same, and that the said part...of the first part will Warrant and Defend the title  
 to the same against all lawful claims not hereinbefore expressly excepted.

Provided, Nevertheless, That if the said part...of the first part shall well and  
 truly pay or cause to be paid to the said party of the second part, the sum of.....  
 Dollars (\$.....), payable  
 with interest thereon, before and after maturity, at the rate of.....(....) per  
 cent per annum, principal and interest payable in gold coin of the United States,  
 of the present standard of weight and fineness, according to the conditions of.....  
 (.....) promissory note.....,  
 executed and delivered by.....said part...of the first part to said party of  
 the second part, payable to the order of said party of the second part, at.....  
 .....and bearing even date herewith, and shall keep and perform all and  
 singular the covenants herein contained on the part of the said part...of the  
 first part to be kept and performed, then this deed shall be null and void, otherwise  
 to be and remain in full force and effect. The time of payment of said note...  
 and this mortgage may be extended by the mutual written agreement of the holder  
 thereof and the owner...of said premises, but such extension shall not operate to  
 release.....the part...of the first part from personal obligation upon said  
 note .....

And said part...of the first part do...further covenant and agree with the  
 said party of the second part, that.....will pay said sums of money above specifi-  
 ed, and the interest thereon, at the time and in the manner above mentioned, at  
 the office of....., in....., or at such other place in the United States of  
 America as the holder hereof may from time to time in writing designate, and that  
 at all times during the continuance of this mortgage, and until the same shall be  
 fully paid or released.....will keep the buildings on said premises unceasingly  
 insured against fire and windstorm in such first-class, responsible,.....Insurance  
 Company or Companies as the party of the second part shall select or designate;  
 such fire insurance to be for at least the sum of.....Dollars (\$.....), and  
 such windstorm insurance to be for at least the sum of.....Dollars (\$.....),  
 all payable in case of loss to said party of the second part, to the amount then se-  
 cured by this mortgage, with a mortgage and subrogation clause satisfactory to said  
 party of the second part, attached to such policy or policies of insurance, and if a  
 greater amount of insurance is placed upon said buildings than the amount aforesaid,  
 then all such insurance shall be made payable in case of loss as aforesaid, and with  
 like subrogation clause, said policy or policies to be at all times deposited with  
 said party of the second part, and will promptly pay the premium for all such in-  
 surance, and that.....will during all said time pay all taxes or assessments that  
 may for any and all purposes be payable, assessed or imposed on said premises, or  
 any part thereof, and will pay them before the same shall become delinquent and

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before a penalty might attach for non-payment thereof, and that in case of failure so to keep said buildings continually insured, or the premiums aforesaid promptly paid, or such taxes paid as herein provided, or if said part . . . of the first part herein shall fail to pay and discharge any lien upon said premises which the protection of the lien of this mortgage may require to be paid, then and in either of such cases the said part . . . of the first part do . . . hereby authorize and empower the said party of the second part, at its option, to effect such insurance, and pay all such unpaid premiums, and pay such taxes or assessments, and cancel and discharge such liens, and all such sum or sums paid for any and all such purposes, shall be tacked and impressed as an additional lien upon said premises, and shall be secured by and be collectible as a part of this mortgage, and bear interest at the same rate as the indebtedness secured hereby. And in case it shall become necessary or expedient to foreclose this mortgage by reason of any default in its terms or conditions, then said part . . . of the first part do . . . hereby authorize and fully empower said party of the second part to effect insurance upon the buildings aforesaid for the amount aforesaid for a period covering the time of redemption from the sale of said premises under such foreclosure and to pay the premium therefor, and the amount so paid shall be tacked and impressed as an additional lien upon said premises and shall be secured by and be collectible as a part of this mortgage, and bear interest at the same rate as the indebtedness secured hereby. And it is hereby stipulated and agreed by and between the parties hereto that in case said part . . . of the first part shall neglect or fail to keep said buildings continually insured or to pay the premiums for insurance, or the taxes or assessments as herein stipulated, the said part . . . of the first part in such case do . . . hereby bargain, sell, assign and set over unto the said party of the second part, all the rents and moneys which, whether before or after foreclosure or during the period of redemption until the full and complete payment of the said taxes and said premiums, shall accrue and be owing for the use or occupation of the said premises and of the buildings thereon, or of any part thereof; and for the purpose aforesaid and not otherwise, during the time last aforesaid, the part . . . of the first part do . . . hereby constitute and appoint said party of the second part . . . . . attorney in fact, irrevocably in . . . . . name, to receive, collect and receipt for all sums due or owing for such use and occupation, as the same accrue, and out of the amount so collected to pay and discharge all taxes, assessments and premiums for insurance upon said premises, so far as the sums so collected by it shall be sufficient for that purpose, paying the overplus from time to time, if any there be, to said part . . . of the first part.

The part . . . of the first part do . . . further covenant and agree that if any lien for labor, skill or material shall be filed for record during the life of this mortgage, upon or against the premises hereby mortgaged, the said mortgagor . . . will within thirty days after the date of its filing for record, either pay off the said lien and secure its satisfaction of record, or will protect the mortgagee against any loss or damage growing out of its enforcement, by depositing with the mortgagee the amount claimed to be due on said lien, with an additional sum of \$100.00 to cover interest and costs; or by furnishing a bond for the same amount in the form and with the sureties to be approved by the mortgagee. If the validity of said lien shall be established either by agreement of the lienor and the mortgagor . . . , or by a legal adjudication, the mortgagee may use so much of the moneys deposited with it, as aforesaid, as may be necessary for the purpose, to pay off and discharge said lien, returning any surplus to the mortgagor . . . . .

And it is hereby stipulated and agreed by and between the parties hereto, that in case of the payment of taxes or assessments upon the said premises by the said party of the second part, as hereinbefore provided, the receipt or receipts of the proper officer for the same in the hands of the said party of the second part shall be conclusive evidence of the validity and amount of such taxes or assessments, and that if default shall be made in any of the conditions or covenants herein contained on the part of the said part . . . of the first part, to be kept and performed, that then and from thenceforth, it shall be lawful for the said party of the second part or its agent or attorney, at its election, to declare the whole sum hereby secured as immediately due and payable, without any notice, and proceed to enforce the payment thereof in like manner as if the same had become due and payable by the terms of said note . . . . .

And it is also hereby stipulated and agreed by and between the parties hereto, that the part . . . of the first part shall not and will not apply for or claim any deduction by reason of this mortgage from the taxable value of said land, premises or property, but will pay all taxes upon the same in full.

The part . . . of the first part will pay all taxes, excepting only the federal income tax, which may be assessed upon the said land, premises or property, or upon the party of the second part's interest therein, or upon this mortgage or the moneys secured hereby, without regard to any law heretofore enacted, or hereafter to be enacted, imposing payment of the whole or any part thereof upon the party of the second part. Upon violation of this undertaking or the passage by the State of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part; or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the part . . . of the first part as herein provided to pay any tax or taxes is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the party of the second part become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted, unless

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following the levy of any such tax, the part... of the first part shall have paid said tax before the same becomes delinquent.

But if default shall be made in the payment of said sum or sums of money or interest, or any part thereof, or in paying the taxes, assessments or insurance premiums on said premises, or in cancelling or discharging the liens above referred to, at the time and in the manner herein specified for the payment thereof, or in the performance of any of the covenants or agreements herein contained, the said part... of the first part in such case do... hereby authorize and fully empower the said party of the second part to foreclose this mortgage and sell said premises hereby granted, at public auction, and convey the same to the purchaser, in fee simple, agreeably to the statute in such case made and provided, and out of the proceeds arising from such sale to retain the principal and interest which shall then be owing on said note..., together with all such sum or sums of money as the said party of the second part shall have paid for taxes, assessments, insurance, or discharging liens as aforesaid, with interest thereon as herein provided and all costs and charges of such foreclosure, including the sum of.....Dollars (\$.....) as attorney's fees, and pay the overplus, if any, to the said part... of the first part. It is agreed that the record of assignment of this mortgage in the office of the Register of Deeds of said.....County, shall of itself be deemed notice of such assignment to said part... of the first part for all purposes.

All grants, privileges, covenants, agreements, obligations and conditions set forth in this instrument shall inure to and be obligatory upon the heirs, legal representatives, successors and assigns of the respective parties hereto, as fully in all respects as though specifically hereinbefore set forth.

In Testimony Whereof, The said part... of the first part ha... hereunto set ..... hand... the day and year first above written.

In Presence of  
 ..... }  
 ..... }  
 ..... }  
 ..... }

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 41.)  
 Recording fee \$3.00.

**Form No. 46**  
**Assignment of Mortgage**  
**By Individual**

**KNOW ALL MEN BY THESE PRESENTS, That.....**  
 ..... part... of the first part, in consideration of the sum of.....Dollars, in hand paid by .....  
 part... of the second part, receipt whereof is hereby acknowledged, do... hereby sell, assign, transfer, and set over, to said part... of the second part,..... and assigns, that certain mortgage executed by.....  
 as mortgagor... to .....  
 as mortgagee..., bearing date the..... day of....., 19...., filed for record in the office of the Register of Deeds of the County of..... and..... State of Minnesota, on the..... day of....., 19...., and recorded in Book..... of Mortgages, page....., as Document No..... together with all right and interest in the land therein described, and in the note... and obligations therein specified, and to the debt thereby secured; and do... hereby constitute and appoint said part... of the second part..... attorney... irrevocable to collect and receive said debt, and to foreclose, enforce, and satisfy said mortgage the same as the assignor might or could have done were these presents not executed, but at the cost and expense of second part..., and do... hereby covenant with said part... of the second part,..... and assigns, that there is still due and unpaid of the debt secured by said mortgage the sum of..... Dollars, with interest thereon at..... per cent per annum from the..... day of....., 19...., and that first part... ha... good right to sell, assign, and transfer the same.

In Testimony Whereof, The said part... of the first part ha... hereunto set ..... hand... this..... day of....., 19....

In Presence of  
 ..... }  
 ..... }  
 ..... }

(Acknowledgment same as in Form No. 1.)

Filing Back

|                                       |                                  |   |                      |
|---------------------------------------|----------------------------------|---|----------------------|
| Doc. No. ....<br>(NAME OF INSTRUMENT) | .....<br>.....<br>.....<br>..... | Office of Register of Deeds,<br>State of Minnesota,<br><br>County of .....<br>I hereby certify that the within instrument<br>was filed in this office for record on the<br>.....day of....., 19....., at.....<br>o'clock.....M., and was duly recorded in<br>Book.....of Mortgages, page.....<br>.....<br>Register of Deeds.<br><br>By .....Deputy. | Recording Fee \$0.75 |
|---------------------------------------|----------------------------------|---|----------------------|

**Form No. 47**  
**Assignment of Mortgage**  
**By Corporation**

KNOW ALL MEN BY THESE PRESENTS, That.....  
 .....  
 a corporation duly organized and existing under the laws of the State of.....,  
 party of the first part, in consideration of the sum of.....Dollars, in hand paid  
 by.....  
 part...of the second part, receipt whereof is hereby acknowledged, does hereby  
 sell, assign, transfer, and set over, to said part...of the second part,.....  
 and assigns, that certain mortgage executed by.....  
 as mortgagor...to.....  
 as mortgagee...., bearing date the.....day of....., 19....., filed for rec-  
 ord in the office of the Register of Deeds of the County of.....and State of  
 Minnesota, on the.....day of....., 19....., and recorded in Book.....  
 of Mortgages, page....., as Document No.....together with all right and  
 interest in the land therein described, and in the note...and obligations therein  
 specified, and to the debt thereby secured; and hereby constitutes and appoints said  
 part...of the second part...its attorney...irrevocable to collect and receive said  
 debt, and to foreclose, enforce, and satisfy said mortgage the same as it might or  
 could have done were these presents not executed, but at the cost and expense of  
 second part...., and does hereby covenant with said part...of the second part,....  
 .....and assigns, that there is still due and unpaid of the debt secured by  
 said mortgage the sum of.....Dollars, with interest thereon at.....per cent  
 per annum from the.....day of....., 19....., and that it has good right to  
 sell, assign, and transfer the same.

In Testimony Whereof, The said first party has  
 caused these presents to be executed in its corporate  
 name by its.....President and its.....  
 and its corporate seal to be hereunto affixed this.....  
 day of....., 19.....

|                                      |   |  |
|--------------------------------------|---|--|
| In Presence of<br><br>.....<br>..... | } | By.....<br>Its.....President<br><br>Its..... |
|--------------------------------------|---|--|

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 46.)  
 Recording fee \$1.00.

**Form No. 48**  
**Extension of Mortgage**  
**By Individual**

THIS AGREEMENT, Made this.....day of....., 19....., between....  
 .....  
 of the County of.....and State of....., part...of the first part, and  
 .....  
 of the County of.....and State of....., part...of the second part;  
 Witnesseth, That whereas the said.....part...of the first part is the owner  
 and holder of a certain promissory note for.....DOLLARS, made by.....

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dated....., 19...., payable to the order of.....and which note is secured by mortgage on real estate owned by said part...of the second part, situated in the County of.....and State of Minnesota, and recorded in the office of the Register of Deeds of said County, in Book.....of Mortgages on page.....

And Whereas, There is now due on said note and mortgage the sum of ..... DOLLARS,

And Whereas, At the special instance and request of the said part...of the second part, as the present owner of said real estate, the part...of the first part do...hereby extend the time and payment of the balance due on said note and mortgage from....., 19...., to.....

Now Therefore, In consideration of said extension, said part..of the second part does hereby agree with the said part...of the first part to pay said principal sum at its maturity, as hereby extended, with interest thereon, until fully paid, at the rate of..... per cent per annum payable.....

It is hereby further agreed that all the stipulations, provisions, conditions and covenants of said principal note and mortgage shall remain in full force and effect, except as herein modified, and nothing herein contained shall be construed to impair the security or lien of the holder of said mortgage nor to affect nor impair any rights or powers which...he...may have under said note and mortgage for non-fulfillment of this agreement.

In Testimony Whereof, The parties hereto have set their hands the day and year first above written.

In Presence of

} .....  
} .....  
} .....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 41.)  
Recording fee \$1.25.

Form No. 49

Extension of Mortgage  
By Corporation and Individual

THIS AGREEMENT, Made this..... day of....., 19...., between.... a corporation under the laws of the State of....., party of the first part, and .....of the County of.....and State of....., part...of the second part,

Witnesseth, That whereas the said party of the first part, is the owner and holder of a certain promissory note for.....DOLLARS, made by.....dated ..... 19...., payable to the order of.....and which note is secured by mortgage on real estate owned by said part...of the second part, situated in the County of.....and State of Minnesota, and recorded in the office of the Register of Deeds of said County, in Book.....of Mortgages on page.....

And Whereas, There is now due on said note and mortgage the sum of ..... DOLLARS,

And Whereas, at the special instance and request of the said part...of the second part, as the present owner of said real estate, the party of the first part does hereby extend the time and payment of the balance due on said note and mortgage from....., 19...., to.....

Now, Therefore, In consideration of said extension, said part...of the second part does hereby agree with the said party of the first part to pay said principal sum at its maturity, as hereby extended, with interest thereon, until fully paid, at the rate of..... per cent per annum, payable

It is hereby further agreed that all the stipulations, provisions, conditions and covenants of said principal note and mortgage shall remain in full force and effect, except as herein modified, and nothing herein contained shall be construed to impair the security or lien of the holder of said mortgage, nor to affect nor impair any rights or powers which it may have under said note and mortgage for nonfulfillment of this agreement.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its..... President and its..... and its corporate seal to be hereunto affixed and said part...of the second part ha...hereunto set..... hand...the day and year first above written.





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policies of said insurance. But should the second part...fail to pay any item to be paid by said part... under the terms hereof, same may be paid by first part... and shall be forthwith payable with interest thereon, as an additional amount due first part...under this contract.

But should default be made in the payment of principal or interest due hereunder, or of any part thereof, to be by second part...paid, or should... fall to pay the taxes or assessments upon said land, premiums upon said insurance, or to perform any or either of the covenants, agreements, terms or conditions herein contained, to be by said second part...kept or performed, the said part...of the first part may, at...option, by written notice declare this contract cancelled and terminated, and all rights, title and interest acquired thereunder by said second part..., shall thereupon cease and terminate, and all improvements made upon the premises, and all payments made hereunder shall belong to said part...of the first part as liquidated damages for breach of this contract by said second part..., said notice to be in accordance with the statute in such case made and provided.

Neither the extension of the time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the part...of the first part... rights to declare this contract forfeited by reason of any breach thereof, shall in any manner affect the right of said part...to cancel this contract because of defaults subsequently maturing, and no extension of time shall be valid unless evidenced by duly signed instrument. Further, after service of notice and failure to remove, within the period allowed by law, the default therein specified, said part... of the second part hereby specifically agree., upon demand of said part...of the first part, quietly and peaceably to surrender to...possession of said premises, and every part thereof, it being understood that until such default, said part... of the second part...to have possession of said premises.

It is Mutually Agreed, By and between the parties hereto, that the time of payment shall be an essential part of this contract; and that all the covenants and agreements herein contained shall run with the land and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In Testimony Whereof, The parties hereto have hereunto set their hands the day and year first above written.

In Presence of

.....  
 .....  
 .....  
 .....  
 .....

(Acknowledgment same as in Form No. 1.)

Filing Back

Doc. No. ....  
 (NAME OF INSTRUMENT)  
 .....  
 to  
 .....  
 Office of Register of Deeds,  
 State of Minnesota,  
 County of .....  
 I hereby certify that the within instrument  
 was filed in this office for record on the  
 ..... day of ..... 19....., at.....  
 o'clock.....M., and was duly recorded in  
 Book.....of.....page.....  
 Register of Deeds.  
 By.....Deputy.  
 .....19.....No.....  
 Registration tax hereon of.....  
 ..... Dollars paid.  
 County Treasurer.  
 By.....Deputy.  
 Countersigned:  
 .....  
 County Auditor.  
 By.....Deputy.  
 Taxes for the year 19.....on the lands  
 described within, paid this.....  
 day of.....19.....  
 County Treasurer.  
 By.....Deputy.  
 Taxes paid this.....  
 day of.....19.....  
 County Auditor.  
 By.....Deputy.  
 Recording fee \$1.50

Form No. 55

Contract for Deed  
 Individual to Joint Tenants

THIS AGREEMENT, Made and entered into this.....day of.....  
 19....., by and between .....  
 part...of the first part, and....., parties of the second part;

Witnesseth, That the said part...of the first part in consideration of the covenants and agreements of said parties of the second part, hereinafter contained, hereby sell...and agree.....to convey unto said parties of the second part, as joint tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and assigns of the survivor, by a.....Deed, accompanied

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by an abstract evidencing good title in part... of the first part at the date hereof, or by an owner's duplicate certificate of title, upon the prompt and full performance by said parties of the second part, of their part of this agreement, the tract... of land, lying and being in the County of..... and State of Minnesota, described as follows, to-wit:

And said parties of the second part, in consideration of the premises, hereby agree to pay said part... of the first part, at..... as and for the purchase price of said premises, the sum of..... Dollars, in manner and at times following, to-wit:

Said parties of the second part further covenant and agree as follows: to pay, before penalty attaches thereto, all taxes due and payable in the year 19...., and in subsequent years, and all special assessments heretofore or hereafter levied,....; also that any buildings and improvements now on said land, or which shall hereafter be erected, placed, or made thereon, shall not be removed therefrom, but shall be and remain the property of the part... of the first part until this contract shall be fully performed by the parties of the second part; and at their own expense, to keep the buildings on said premises at all times insured in some reliable insurance company or companies, to be approved by the part... of the first part, against loss by fire for at least the sum of..... Dollars and against loss by windstorm for at least the sum of..... Dollars, payable to said part... of the first part,..... heirs or assigns, and, in case of loss, should there be any surplus over and above the amount then owing said part... of the first part,..... heirs, or assigns, the balance shall be paid over to the said parties of the second part as their interest shall appear, and to deposit with the part..... of the first part policies of said insurance. But should the second parties fail to pay any item to be paid by said parties under the terms hereof, same may be paid by first part.... and shall be forthwith payable, with interest thereon, as an additional amount due first part... under this contract.

But should default be made in the payment of principal or interest due hereunder, or of any part thereof, to be by second parties paid, or should they fail to pay the taxes or assessments upon said land, premiums upon said insurance, or to perform any or either of the covenants, agreements, terms or conditions herein contained, to be by said second parties kept or performed, the said part... of the first part may, at..... option, by written notice declare this contract cancelled and terminated, and all rights, title and interest acquired thereunder by said second parties, shall thereupon cease and terminate, and all improvements made upon the premises, and all payments made hereunder shall belong to said part... of the first part as liquidated damages for breach of this contract by said second parties, said notice to be in accordance with the statute in such case made and provided. Neither the extension of the time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the part... of the first part of..... rights to declare this contract forfeited by reason of any breach thereof, shall in any manner affect the right of said part..... to cancel this contract because of defaults subsequently maturing and no extension of time shall be valid unless evidenced by duly signed instrument. Further, after service of notice and failure to remove, within the period allowed by law, the default therein specified, said parties of the second part hereby specifically agree, upon demand of said part... of the first part, quietly and peaceably to surrender to..... possession of said premises, and every part thereof, it being understood that until such default, said parties of the second part are to have possession of said premises.

It is Mutually Agreed, By and between the parties hereto, that the time of payment shall be an essential part of this contract; and that all the covenants and agreements herein contained shall extend, run with the land, and bind the heirs, executors, administrators and assigns of the respective parties hereto.

In Testimony Whereof, The parties hereto have hereunto set their hand..... the day and year first above written.

In Presence of }  
 .....  
 .....  
 .....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 54.) Recording fee \$1.50.

**Form No. 56**  
**Contract for Deed**  
**Corporation Vendor**

**THIS AGREEMENT**, Made and entered into this..... day of....., 19...., by and between ..... a corporation under the laws of the State of....., party of the first part, and ..... part... of the second part;

Witnesseth, That the said party of the first part, in consideration of the covenants and agreements of said part... of the second part, hereinafter contained,

APPENDIX NO. 1—CONVEYANCING FORMS

hereby sells and agrees to convey unto said part . . . . of the second part, . . . . .  
 . . . . . and assigns, by a . . . . . Deed, accompanied by an abstract evidencing  
 good title in party of the first part at the date hereof, or by an owner's duplicate  
 certificate of title, upon the prompt and full performance by said part . . . . of the  
 second part, of . . . . . part of this agreement, the tract . . . . . of land lying and  
 being in the County of . . . . . and State of Minnesota, described as follows, to-wit:

And said part . . . of the second part, in consideration of the premises, hereby  
 agree . . . to pay said party of the first part, at . . . . . as and for the purchase price  
 of said premises, the sum of . . . . . Dollars, in manner and at times following,  
 to-wit:

Said part of the second part further covenant . . . and agree . . . . as follows:  
 to pay before penalty attaches thereto, all taxes due and payable in the year  
 19 . . . . , and in subsequent years, and all special assessments heretofore or hereafter  
 levied, . . . . . ;  
 also that any buildings and improvements now on said land, or which shall here-  
 after be erected, placed, or made thereon, shall not be removed therefrom, but shall  
 be and remain the property of the party of the first part until this contract shall  
 be fully performed by the part . . . of the second part; and at . . . . . own expense,  
 to keep the buildings on said premises at all times insured in some reliable insur-  
 ance company or companies, to be approved by the party of the first part, against  
 loss by fire for at least the sum of . . . . . Dollars and against loss by windstorm  
 for at least the sum of . . . . . Dollars, payable to said party of the first part,  
 its successors or assigns, and, in case of loss, should there be any surplus over and  
 above the amount then owing said party of the first part, its successors, or assigns,  
 the balance shall be paid over to the said part . . . of the second part as . . . interest  
 shall appear, and to deposit with the party of the first part policies of said insurance.  
 But should the second part—fail to pay any item to be paid by said part . . . under  
 the terms hereof, same may be paid by first party and shall be forthwith payable,  
 with interest thereon, as an additional amount due first party under this contract.

But should default be made in the payment of principal or interest due here-  
 under, or of any part thereof, to be by second part . . . paid, or should . . . . . fail  
 to pay the taxes or assessments upon said land, premiums upon said insurance, or  
 to perform any or either of the covenants, agreements, terms or conditions herein  
 contained, to be by said second part . . . kept or performed, the said party of the  
 first part may, at its option, by written notice declare this contract cancelled and  
 terminated, and all rights, title and interest acquired thereunder by said second  
 part . . . shall thereupon cease and terminate, and all improvements made upon the  
 premises, and all payments made hereunder shall belong to said party of the first  
 part as liquidated damages for breach of this contract by said second part . . . , said  
 notice to be in accordance with the statute in such case made and provided. Neither  
 the extension of the time of payment of any sum or sums of money to be paid here-  
 under, nor any waiver by the party of the first part of its rights to declare this  
 contract forfeited by reason of any breach thereof, shall in any manner affect the  
 right of said party to cancel this contract because of defaults subsequently matur-  
 ing, and no extension of time shall be valid unless evidenced by duly signed instru-  
 ment. Further, after service of notice and failure to remove within the period  
 allowed by law, the default therein specified, said part . . . of the second part hereby  
 specifically agree . . . . . , upon demand of said party of the first part, quietly and  
 peaceably to surrender to it possession of said premises, and every part thereof, it  
 being understood that until such default, said part . . . of the second part . . . to have  
 possession of said premises.

It is Mutually Agreed, By and between the parties hereto, that the time of  
 payment shall be an essential part of this contract; and that all the covenants and  
 agreements herein contained shall run with the land and bind the heirs, executors,  
 administrators, successors and assigns of the respective parties hereto.

In Testimony Whereof, The said first party has  
 caused these presents to be executed in its corporate  
 name by its . . . . . President and its . . . . .  
 and its corporate seal to be hereunto affixed and said  
 part . . . of the second part ha . . . hereunto set . . . . .  
 hand . . . the day and year first above written.

|                |   |                         |
|----------------|---|-------------------------|
| In Presence of | } | By . . . . .            |
| .....          |   | Its . . . . . President |
| .....          |   | Its . . . . .           |
| .....          |   | .....                   |

(Acknowledgment for corporation same as in Form No. 7. Acknowledgment  
 for individual purchaser same as in Form No. 1. Filing back same as in Form No.  
 54.) Recording fee \$1.75.

APPENDIX NO. 1—CONVEYANCING FORMS

Form No. 57  
Contract for Deed  
Corporation to Joint Tenants

THIS AGREEMENT, Made and entered into this.....day of.....  
19....., by and between .....  
a Corporation under the laws of the State of....., party of the first part, and  
....., parties of the second part;

Witnesseth, That the said party of the first part, in consideration of the cove-  
nants and agreements of said parties of the second part, hereinafter contained, here-  
by sells and agrees to convey unto said parties of the second part, as joint tenants  
and not as tenants in common, their assigns, the survivor of said parties, and the  
heirs and assigns of the survivor, by a.....Deed, accompanied by an abstract  
evidencing good title in party of the first part at the date hereof, or by an owner's  
duplicate certificate of title, upon the prompt and full performance by said parties  
of the second part, of their part of this agreement, the tract...of land, lying  
and being in the County of.....and State of Minnesota, described as follows,  
to-wit:

And said parties of the second part, in consideration of the premises, hereby  
agree to pay said party of the first part, at.....as and for the purchase price  
of said premises, the sum of.....Dollars, in manner and at times following,  
to-wit: .....

Said parties of the second part further covenant and agree as follows: to pay,  
before penalty attaches thereto, all taxes due and payable in the year 19....., and  
in subsequent years, and all special assessments heretofore or hereafter levied,....  
.....; also that any buildings and improvements now on said land, or which  
shall hereafter be erected, placed, or made thereon, shall not be removed therefrom,  
but shall be and remain the property of the party of the first part until this con-  
tract shall be fully performed by the parties of the second part; and at their own  
expense, to keep the buildings on said premises at all times insured in some reliable  
insurance company or companies, to be approved by the party of the first part,  
against loss by fire for at least the sum of.....Dollars and against loss by  
windstorm for at least the sum of.....Dollars, payable to said party of the  
first part, its successors or assigns, and, in case of loss, should there be any surplus  
over and above the amount then owing said party of the first part, its successors  
or assigns, the balance shall be paid over to the said parties of the second part as  
their interest shall appear, and to deposit with the party of the first part policies  
of said insurance. But should the second parties fail to pay any item to be paid  
by said parties under the terms hereof, same may be paid by first party and shall  
be forthwith payable, with interest thereon, as an additional amount due first party  
under this contract.

But should default be made in the payment of principal or interest due here-  
under, or of any part thereof, to be by second parties paid, or should they fail to  
pay the taxes or assessments upon said land, premiums upon said insurance, or  
to perform any or either of the covenants, agreements, terms or conditions herein  
contained, to be by said second parties kept or performed, the said party of the  
first part may, at its option, by written notice declare this contract cancelled and  
terminated, and all rights, title and interest acquired thereunder by said second  
parties shall thereupon cease and terminate, and all improvements made upon the  
premises, and all payments made hereunder shall belong to said party of the first  
part as liquidated damages for breach of this contract by said parties, said notice  
to be in accordance with the statute in such case made and provided. Neither the  
extension of the time of payment of any sum or sums of money to be paid hereunder,  
nor any waiver by the party of the first part of its rights to declare this contract  
forfeited by reason of any breach thereof, shall in any manner affect the right of  
said party to cancel this contract because of defaults subsequently maturing, and  
no extension of time shall be valid unless evidenced by duly signed instrument.  
Further, after service of notice and failure to remove, within the period allowed by  
law, the default therein specified, said parties of the second part hereby specifically  
agree, upon demand of said party of the first part, quietly and peaceably to sur-  
render to it possession of said premises, and every part thereof, it being understood  
that until such default, said parties of the second part are to have possession of said  
premises.

It is Mutually Agreed, By and between the parties hereto, that the time of  
payment shall be an essential part of this Contract; and that all the covenants and  
agreements herein contained shall run with the land and bind the heirs, executors,  
administrators, successors and assigns of the respective parties hereto.

In Testimony Whereof, The said first party has  
caused these presents to be executed in its corporate  
name by its.....President and its.....  
and its corporate seal to be hereunto affixed, and said  
parties of the second part have hereunto set their hands  
the day and year first above written.

In Presence of }  
..... }  
..... } By ..... President  
..... } Its .....  
..... } Its .....  
..... }  
..... }

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(Acknowledgment for corporation same as in Form No. 7. Acknowledgment for individual purchaser same as in Form No. 1. Filing back same as in Form No. 54.) Recording fee \$1.75.

**Form No. 58**

**Assignment of Contract for Deed  
By Individual Vendor, Vendee or Assignee**

**KNOW ALL MEN BY THESE PRESENTS, That**.....

....., part...of the first part, in consideration of.....Dollars, to..... in hand paid by....., part...of the second part, do...hereby sell, assign and transfer unto said part...of the second part,.....and assigns, the.....'s interest in that certain contract, dated the.....day of....., 19...., made by....., as vendor, to....., as vendee, and recorded in the office of the Register of Deeds in and for the County of....., State of Minnesota, in Book .....of....., page....., for the sale and conveyance of the tract.... of land in said County and State, described as follows, to-wit:

subject to all the covenants of said assignor in said contract contained, which said part...of the second part hereby assume...and agree... to keep and perform.

Said part...of the first part hereby covenant...that there remains unpaid under said contract the sum of.....Dollars, with interest thereon from the .....day of....., 19...., and that...he...ha...good right to sell, transfer and assign said contract.

In Testimony Whereof, The said part...of the first part ha...hereunto set .....hand...this.....day of....., 19....

In Presence of

.....  
.....  
.....

(Acknowledgment same as in Form No. 1.)

**Filing Back**

|              |                      |    |   |                 |   |                    |         |  |                   |         |  |                 |         |                      |
|--------------|----------------------|----|---|-----------------|---|--------------------|---------|--|-------------------|---------|--|-----------------|---------|----------------------|
| Doc. No..... | (NAME OF INSTRUMENT) | to | Office of Register of Deeds,<br>State of Minnesota, | County of ..... | I hereby certify that the within instrument was filed in this office for record on the .....day of....., 19...., at..... o'clock.....M., and was duly recorded in Book.....of....., page..... | Register of Deeds. | Deputy. | Taxes for the year 19... on the lands described within, paid this .....day of....., 19.... | County Treasurer. | Deputy. | Taxes paid this .....day of....., 19.... | County Auditor. | Deputy. | Recording Fee \$0.75 |
|--------------|----------------------|----|---|-----------------|---|--------------------|---------|--|-------------------|---------|--|-----------------|---------|----------------------|

**Form No. 59**

**Assignment of Contract for Deed  
By Corporation Vendor, Vendee or Assignee**

**KNOW ALL MEN BY THESE PRESENTS, That**.....

a corporation under the laws of the State of....., party of the first part, in consideration of.....Dollars, to it in hand paid by..... part...of the second part, does hereby sell, assign, and transfer, unto said part... of the second part,.....and assigns, the.....'s interest in that certain contract, dated the.....day of....., 19...., made by....., as vendor...., to....., as vendee...., and recorded in the office of the Register of Deeds in and for the County of....., State of Minnesota, in Book....., of....., page....., for the sale and conveyance of the tract....of land in said County and State, described as follows, to-wit:

subject to all the covenants of said assignor in said contract contained, which said part...of the second part hereby assume...and agree... to keep and perform.

Said party of the first part hereby covenants that there remains unpaid under said contract the sum of.....Dollars, with interest thereon from the.....

APPENDIX NO. 1—CONVEYANCING FORMS

day of....., 19.... and that it has good right to sell, transfer and assign said contract.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its.....President and its..... and its corporate seal to be hereunto affixed this..... day of....., 19.....

In Presence of } By ..... Its .....President ..... Its .....

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 58.) Recording fee \$0.75.

Form No. 60 Cancellation of Contract for Deed Notice and Affidavits

To .....

YOU ARE HEREBY NOTIFIED: That default has been made in the conditions of that certain contract, dated the.....day of....., 19...., whereby as vendor...sold and agreed to convey to.....as vendee...the tract...of land lying in the County of.....State of Minnesota, described as follows, to-wit: that the mortgage registration tax on said contract in the sum of \$..... was paid to the Treasurer of.....County, Minnesota, on the.....day of..... 19...., as evidenced by said Treasurer's Receipt No.....; that the condition...of said contract in which said default has been made.....as follows, to-wit: and that said contract will be cancelled and terminated.....days after the service of this notice upon you unless prior thereto you comply with said condition...of said contract so in default and pay the costs of service of this notice.

AFFIDAVIT OF SERVICE

STATE OF MINNESOTA, } ss. County of....., being duly sworn, on oath says; that on the.....day of....., 19...., he served the foregoing notice upon....., the person...to whom it is directed,.....by handing to and leaving with..... a true and correct copy thereof.

Subscribed and sworn to before me this.....day of....., 19.... Notary Public County, Minn. My commission expires.....19....

RETURN OF SERVICE BY SHERIFF

STATE OF MINNESOTA, } ss. County of..... I hereby certify and return that on the.....day of....., 19...., I served the within notice on the person...to whom it is directed, viz.:..... by handing to and leaving with..... a true and correct copy thereof.

Sheriff of.....County, By ..... Deputy.

AFFIDAVIT OF SERVICE ON OCCUPANT

STATE OF MINNESOTA, } ss. County of....., being duly sworn on oath says; that on the.....day of....., 19...., he went upon the land and premises described in the within notice for the purpose of serving said notice on the person...in possession thereof; that on said day and for.....prior thereto said premises were and have been,..... (State whether vacant or occupied, and if occupied, by whom) (If occupied, show service and how made)

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Subscribed and sworn to before me this..... day of....., 19....  
 .....  
 Notary Public  
 ..... County, Minn.  
 My commission expires.....19....

**AFFIDAVIT OF FAILURE TO COMPLY WITH NOTICE**

STATE OF MINNESOTA, }  
 County of..... } ss.

....., being duly sworn, on oath says: that....he..... person.... who signed the within notice as.....that more than thirty days have elapsed since the service of said notice on.....to whom it is directed; that said..... ha....not complied with the terms of said notice; that the default set forth in said notice still continues; that the overdue payments of principal and interest under said contract in said notice described have not been paid, or any part thereof. Further affiant saith not save that he makes this affidavit for the purpose of terminating said contract and recording said notice, the proofs of the service thereof, and the proof of failure to comply with the terms thereof.

Subscribed and sworn to before me this..... day of....., 19....  
 .....  
 Notary Public  
 ..... County, Minn.  
 My commission expires.....19....

Filing Back

|                                      |     |   |   |
|--------------------------------------|-----|---|---|
| Doc. No.....<br>(NAME OF INSTRUMENT) | vs. | Office of Register of Deeds,<br>State of Minnesota, | County of .....<br>I hereby certify that the within instrument was filed in this office for record on the .....day of....., 19...., at..... o'clock..... M., and was duly recorded in Book.....of....., page..... Register of Deeds.<br>By .....Deputy. |
|                                      |     | Recording Fee \$1.50                                |   |

**Form No. 61**  
**Partial Payment Certificate (Mortgage or Contract)**  
**By Individual**

**KNOW ALL MEN BY THESE PRESENTS**, That the undersigned, as the present owner.... of a mortgage, or of the vendors' interest in contract for the sale of real estate, as the case may be, made by..... to..... dated the..... day of....., 19...., and filed for record in the office of the Register of Deeds in and for the County of..... and State of Minnesota, and recorded in Book..... of....., page....., do.... hereby certify that there is a balance due and unpaid thereon at this date, in the principal sum of ..... DOLLARS, with interest as provided in said instrument from the..... day of....., 19...., and that all other sums of principal and interest provided for by said instrument have been heretofore paid in full.

In Testimony Whereof, The undersigned owner.... ha.... hereunto set..... hand.... this..... day of....., 19....

In Presence of }  
 .....  
 .....  
 .....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 60.) Recording fee \$0.75.



APPENDIX NO. 1—CONVEYANCING FORMS

Form No. 65

Power of Attorney to Foreclose Mortgage By Corporation

KNOW ALL MEN BY THESE PRESENTS, That the undersigned corporation hereby employs, authorizes and empowers....., attorney...at law residing in the.....of....., County of....., State of Minnesota, for it and in its name to foreclose by advertisement that certain mortgage, dated the.....day of....., 19....., executed by.....as mortgagor...to.....as mortgagee....., filed for record in the office of the Register of Deeds in and for the County of.....and State of Minnesota, on the.....day of....., 19....., at.....o'clock.....M., and recorded in Book.....of Mortgage Records, page..... and to do all things incident and necessary thereto.

In Testimony Whereof, The said corporation has caused these presents to be executed in its corporate name by its.....President and its..... and its corporate seal to be hereunto affixed this..... day of....., 19.....

In Presence of } By ..... Its ..... Its .....

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 60.) Recording fee \$0.75.

Form No. 66

Notice of Mortgage Foreclosure Under Power of Sale

NOTICE OF MORTGAGE FORECLOSURE SALE

Notice is Hereby Given, That default has occurred in the conditions of that certain mortgage, dated the.....day of....., 19....., executed by..... as mortgagor...to.....as mortgagee....., filed for record in the office of the Register of Deeds in and for the County of....., and State of Minnesota on the.....day of....., 19....., at.....o'clock.....M., and recorded in Book.....of Mortgage Records, page.....; ..... that no action or proceeding has been instituted at law to recover the debt secured by said mortgage, or any part thereof,.....

(1923 G. S. 9603)

that there is due and claimed to be due upon said mortgage, including interest to date hereof, the sum of.....DOLLARS, and that pursuant to the power of sale therein contained, said mortgage will be foreclosed and the tract...of land lying and being in the County of....., State of Minnesota, described as follows, to-wit:

will be sold by the sheriff of said county at public auction on the.....day of....., 19....., at.....o'clock.....M., at.....in the.....of..... in said county and state, to pay the debt then secured by said mortgage and taxes, if any, on said premises and the cost and disbursements allowed by law, subject to redemption within twelve months from said date of sale.

Dated....., 19..... Mortgagee.....

Attorney...for..... Mortgagee....

NOTE—If used for registered land, change notice to show that the mortgage was filed for registration and registered in the office of the Registrar of Titles, and registered in "Book..... of the Register of Titles, page.....," and add statement as to fact of registration; also file with Registrar a notice that foreclosure is pending (1923 G. S. 8303, 9605).

Form No. 67

Sheriff's Certificate and Foreclosure Record Under Power of Sale in Mortgage

I. NOTICE OF SALE II. PRINTER'S AFFIDAVIT

STATE OF MINNESOTA, } ss. County of..... }

....., being duly sworn on oath says; that he is, and during all the times herein stated has been, .....the publisher...and printer...of the newspaper know as....., and has full knowledge of the facts hereinafter stated; that for more than one year prior to the publication therein of the Notice of Mortgage Foreclosure Sale hereinafter described, said newspaper was printed and published in the.....of.....in the County of.....State of Minnesota, on.....of each week; that during all said time said newspaper has been printed from the place from which it purports to be issued as above stated in column and sheet form equivalent in space to at least four pages, with five columns

APPENDIX NO. 1—CONVEYANCING FORMS

to a page, each seventeen and three quarters inches long; has been issued . . . . . each week from a known office established in said place of publication and equipped with skilled workmen and the necessary material for preparing and printing the same; has contained general and local news, comment and miscellany, not wholly duplicating any other publication, and not entirely made up of patents, plate matter and advertisements; and has been circulated in and near its said place of publication to the extent of at least two hundred and forty (240) copies regularly delivered to paying subscribers; and that there has been on file in the office of the County Auditor of . . . . . County, Minnesota, the affidavit of a person having knowledge of the facts, showing the name and location of said newspaper and the existence of the conditions constituting its qualification as a legal newspaper:

That the notice hereto attached was cut from the columns of said newspaper, and was printed and published therein in the English language, once each week, for . . . . . successive weeks; that it was first so published on . . . . . the . . . . . day of . . . . . 19 . . . . ., and thereafter on . . . . . of each week to and including the . . . . . day of . . . . . 19 . . . . .; and that the following is a printed copy of the lower case alphabet from A to Z, both inclusive, and is hereby acknowledged as being the size and kind of type used in the composition and publication of said notice, to-wit:

Subscribed and sworn to before me this . . . . . day of . . . . . 19 . . . . .  
 Notary Public, . . . . . County, Minn.  
 My commission expires . . . . . 19 . . . . .

Affidavits should be modified so as to conform with requirements as to qualification of legal newspaper. Op. Atty. Gen., Feb. 1, 1934.

**III. AFFIDAVIT OF SERVICE ON OCCUPANT**

STATE OF MINNESOTA, } ss.

County of . . . . . }  
 . . . . ., being duly sworn, on oath says; that on the . . . . . day of . . . . . 19 . . . . . he went upon the land and premises described in the printed notice of mortgage foreclosure sale hereto attached for the purpose of serving said notice upon all persons in possession thereof; that on said date, and for . . . . . prior thereto, . . . . ., and none other, w . . . . in possession of said land; and that on said day he served said notice on . . . . . said person . . . . ., by handing to and leaving with . . . . . a true and correct copy thereof.

Subscribed and sworn to before me this . . . . . day of . . . . . 19 . . . . .  
 Notary Public, . . . . . County, Minn.  
 My commission expires . . . . . 19 . . . . .

**OR, III. AFFIDAVIT OF VACANCY**

STATE OF MINNESOTA, } ss.

County of . . . . . }  
 . . . . ., being duly sworn, on oath says; that on the . . . . . day of . . . . . 19 . . . . . he went upon the land and premises described in the printed notice of mortgage foreclosure sale hereto attached for the purpose of serving said notice on the persons in possession thereof; and that on said date, and for . . . . . prior thereto, all said land was and had been wholly vacant and unoccupied.

Subscribed and sworn to before me this . . . . . day of . . . . . 19 . . . . .  
 Notary Public, . . . . . County, Minn.  
 My commission expires . . . . . 19 . . . . .

**IV. AFFIDAVIT OF COSTS AND DISBURSEMENTS**

STATE OF MINNESOTA, } ss.

County of . . . . . }  
 being duly sworn, on oath says; that he is . . . . . the attorney . . . . . foreclosing the mortgage described in the printed notice of mortgage foreclosure sale hereto attached; that the following is a detailed bill of the costs and disbursements of said foreclosure, and that the same have been absolutely and unconditionally paid or incurred therein, to-wit:

|   |   |   |   |   |              |
|---|---|---|---|---|--------------|
| Attorney's fees for foreclosing said mortgage | - | - | - | - | \$ . . . . . |
| Printer's fee for publishing notice of sale   | - | - | - | - | \$ . . . . . |
| Notary fees for . . . . . affidavits          | - | - | - | - | \$ . . . . . |
| Recording power of attorney to foreclose      | - | - | - | - | \$ . . . . . |
| Fees for serving notice of sale on occupants  | - | - | - | - | \$ . . . . . |
| Sheriff's fee for making foreclosure sale     | - | - | - | - | \$ . . . . . |

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Fees of Register of Deeds for recording Certificate - - - \$ .....  
 ..... \$ .....  
 ..... \$ .....  
 Total Costs and Disbursements - - - - - \$ .....

Subscribed and sworn to before me this.....  
 day of.....19.... }  
 Notary Public, .....County, Minn. }  
 My commission expires.....19.... }

V. SHERIFF'S CERTIFICATE OF SALE

STATE OF MINNESOTA, }  
 County of..... } ss.

I, ..... Sheriff of the County of..... State of Minnesota, do hereby certify; that pursuant to the printed Notice of Mortgage Foreclosure sale hereto attached and the power of sale contained in that certain mortgage therein described, to-wit: that certain mortgage, dated the..... day of..... 19...., executed by..... as mortgagor... to..... as mortgagee...., filed for record in the office of the Register of Deeds in and for said..... County, Minnesota, on the..... day of....., 19...., and recorded in Book..... of Mortgages, at page..... thereof  
 I did, at the time and place in said notice specified, to-wit: at..... in the..... of..... County of....., State of Minnesota, on the..... day of....., 19...., at..... o'clock... M., offer for sale and sell at public auction to the highest and best bidder...., the tract... of land lying and being in the County of..... State of Minnesota, described as follows, to-wit:  
 and did strike off and sell the same to.....  
 for the sum... of..... Dollars, said purchaser... being the highest bidder.... and said sum... being the highest and best bid... offered therefor; and that said sale..... in all respects openly; honestly, fairly, and lawfully conducted, and said land so sold to subject to redemption at any time within twelve months from said date of said sale.

In Testimony Whereof, I have hereunto set my hand this..... day of....  
 .....19.....

In Presence of }  
 ..... } As Sheriff of..... County, Minn.  
 ..... } By ..... Deputy.

STATE OF MINNESOTA, }  
 County of..... } ss.

On this..... day of.....  
 19...., before me personally appeared....., to me known to be the..... Sheriff of said County, and the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed as such..... Sheriff.

.....  
 Notary Public,..... County, Minn.  
 My commission expires.....19.....

Filing Back

Doc. No. ....  
 (NAME OF INSTRUMENT)  
 .....  
 By Sheriff. to  
 .....  
 Office of Register of Deeds,  
 State of Minnesota,  
 County of .....  
 I hereby certify that the within instrument was filed in this office for record on the ..... day of....., 19...., at..... o'clock..... M., and was duly recorded in Book..... of Deeds, page.....  
 Register of Deeds.  
 By ..... Deputy.  
 Recording Fee \$4.50



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.....  
 with legal interest upon said respective sums from the.....day of.....  
 19...., pursuant to the mechanic's lien statements heretofore filed for record in  
 the office of the Register of Deeds of said County, in Book.....of....., page  
 .....  
 and establishing liens in accordance with said statements in the amounts above speci-  
 fied, and interest, in favor of said part....against the tract...of land lying and  
 being in the County of....., State of Minnesota, described as follows, to-wit:  
 and ordering that said land be sold at public auction according to the provisions of  
 law relating to the sale of real estate on execution to satisfy said amount...and  
 the cost and expenses of such sale, and pursuant to notice of such sale duly given,  
 published and posted as required by law, I did, at the time and place specified in  
 such notice, to-wit: on the.....day of....., 19...., at.....o'clock  
 .....M., at....., in the.....of....., in said county and state, ex-  
 pose and offer said land for sale to the highest bidder therefor,.....and did  
 strike off and sell the same, subject to the approval of said court to.....  
 for the sum of.....Dollars,.....said purchaser...being the highest bid-  
 der...and said sum...being the highest and best bid...offered and that I did  
 thereafter duly report said sale...to the court above named; that said sale.....  
 duly confirmed by said court on the.....day of....., 19....; and that said  
 sale.....made subject to redemption within one year from said date of con-  
 firmation.

In Testimony Whereof, I have hereunto set my hand this.....day of  
 ....., 19.....  
 In Presence of }  
 ..... } As Sheriff of.....County, Minn.  
 ..... } By .....Deputy.  
 (Acknowledgment and filing back same as in Form No. 67.) Recording fee  
 \$1.25.

Form No. 70

Sheriff's Certificate  
 Sale Under Execution

STATE OF MINNESOTA, } DISTRICT COURT  
 County of..... } .....Judicial District  
 ..... }  
 ..... }  
 vs. Plaintiff.... } Case No.....  
 ..... } Certificate of Sale.  
 ..... }  
 Defendant.... }

I,.....Sheriff of the County of....., State of Minnesota, do hereby  
 certify: That pursuant to a levy by me made on the real property hereinafter de-  
 scribed under a writ of execution issued and directed to me from the court above  
 named, dated the.....day of....., 19...., under a judgment entered and  
 docketed in the action above entitled, on the.....day of....., 19...., in  
 favor of .....  
 above named and against.....  
 for the sum of.....Dollars,.....and pursuant to notice duly posted and  
 published according to law, for the particulars of which execution, judgment, levy,  
 notice and the posting and publication thereof reference is hereby made to the files  
 and records in said action, I did, at the time and place specified in said notice, to-wit:  
 on the.....day of....., 19...., at.....o'clock.....M., at.....  
 in the.....of....., in said County and State, expose and offer for sale at  
 public auction all the right, title and interest of said judgment debtor...in the  
 tract...of land lying and being in the County of.....and State of Minnesota,  
 described as follows, to-wit:  
 and did strike off and sell the same to.....  
 for.....Dollars, subject to redemption under the statute in such case made and  
 provided; that said sale was in all things openly, honestly and fairly conducted, said  
 person.....the highest and best bidder...therefor, and said sum...the high-  
 est and best bid...offered at said sale...; and that no more of said real property  
 was sold than necessary to satisfy said judgment, interest thereon, and the costs  
 and disbursements of said sale.....

In Testimony Whereof, I have hereunto set my hand this.....day of  
 ....., 19.....  
 In Presence of }  
 ..... } As Sheriff of.....County, Minn.  
 ..... } By .....Deputy.  
 (Acknowledgment and filing back same as in Form No. 67.) Recording fee  
 \$1.25.

Form No. 71

Assignment of Sheriff's Certificate  
By Individual

KNOW ALL MEN BY THESE PRESENTS, That .....  
of the County of.....and State of.....part...of the first part, for and in  
consideration of the sum of.....DOLLARS (\$.....) to.....in hand paid  
by.....of the County of.....and State of.....part...of the second  
part, the receipt whereof is hereby acknowledged, do...sell, assign, transfer and  
set over unto the said part...of the second part,.....and assigns, Forever, the  
certain Sheriff's Certificate of Sale, executed by the Sheriff of.....County, Min-  
nesota, on the.....day of....., 19....., and filed for record in the office of  
the Register of Deeds of the County of.....in the State of Minnesota, on the  
.....day of....., 19....., and recorded in Book.....of.....on page  
.....

In Testimony Whereof, The said part...of the first part ha...hereunto set  
.....hand...this.....day of....., 19.....

In Presence of }  
..... }  
..... }  
..... }

(Acknowledgment same as in Form No. 1. Filing back same as in Form No.  
67.) Recording fee \$0.75.

Form No. 72

Assignment of Sheriff's Certificate  
By Corporation

KNOW ALL MEN BY THESE PRESENTS, That .....  
a corporation under the laws of the State of....., party of the first part, for  
and in consideration of the sum of.....DOLLARS (\$.....) to it in hand  
paid by.....of the County of.....and State of.....part...of the second  
part, the receipt whereof is hereby acknowledged, do...sell, assign, transfer  
and set over unto the said part...of the second part,.....and assigns, Forever,  
the certain Sheriff's Certificate of Sale, executed by the Sheriff of.....County,  
Minnesota, on the.....day of....., 19....., and filed for record in the  
office of the Register of Deeds of the County of.....in the State of Minnesota,  
on the.....day of....., 19....., and recorded in Book.....of.....  
on page.....

In Testimony Whereof, The said first party has  
caused these presents to be executed in its corporate  
name by its.....President and its.....  
and its corporate seal to be hereunto affixed this.....  
day of....., 19.....

In Presence of }  
..... }  
..... }  
..... }  
By .....  
Its ..... President  
.....  
Its .....

(Acknowledgment same as in Form No. 7. Filing back same as in Form No.  
67.) Recording fee \$1.00.

Form No. 73

Affidavit of  
Additional Amount of Redemption

STATE OF MINNESOTA

County of..... } ss.

.....being duly sworn, on oath states:

That he is the.....for....., who.....the owner.... of that cer-  
tain Sheriff's Certificate of Sale, dated the.....day of....., 19....., and  
recorded in the office of the Register of Deeds of.....County, Minnesota, in Book  
.....of.....page....., describing property in said County and State, as  
follows, to-wit:

That during the time allowed for redemption of the land described in said  
certificate, said.....ha...paid on account of said land the following sums, all  
of which, with interest from date hereof to date of redemption...he...hereby  
claim...must be added to the sum necessary to redeem said land from said sale  
in said certificate described, to-wit:

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| Dates of Payment  | To Whom Paid | For What Paid                | Amounts |
|---|--------------|------------------------------|---------|
| .....   | .....        | ..... tax year 19.....       | \$..... |
| .....   | .....        | ..... tax year 19.....       | .....   |
| .....   | .....        | Assessment .....             | .....   |
| .....   | .....        | Assessment .....             | .....   |
| .....   | .....        | Insurance Premium .....      | .....   |
| .....   | .....        | Insurance Premium .....      | .....   |
| .....   | .....        | Interest on Prior Mortgage.. | .....   |
| .....   | .....        | Interest on Prior Mortgage.. | .....   |
| Total amount so paid to date hereof .....                         |              |                              | \$..... |
| Interest at.....per cent from dates of payment to date hereof.... |              |                              | \$..... |
| Total amount of payments and interest to date hereof.....         |              |                              | \$..... |

Subscribed and sworn to before me  
 this.....day of....., 19.....  
 Notary Public..... County, Minn.  
 My commission expires.....

Filing Back

|   |                      |
|---|----------------------|
| Doc. No.....<br><b>AFFIDAVIT OF ADDITIONAL AMOUNT<br/>                 ON REDEMPTION</b><br>Due service of the within by copy admitted<br>this.....day of....., 19.....<br>Sheriff.....County,<br>Minn.<br>Office of Register of Deeds,<br>State of Minnesota,<br>County of.....<br>I hereby certify that the within Instrument<br>was filed in this office for record on the<br>.....day of....., 19....., at.....<br>o'clock.....M., and was duly recorded in<br>Book.....of....., page.....<br>By.....Register of Deeds.<br>.....Deputy. | Recording Fee \$1.00 |
|---|----------------------|

**Form No. 74**  
**Notice of Intention to Redeem**  
**By Individual**

**NOTICE OF INTENTION TO REDEEM**

Notice is Hereby Given, By the undersigned that.....intends to redeem the tract....of land lying and being in the County of....., State of Minnesota, described as follows, to-wit: ..... from the sale thereof made on the.....day of....., 19....., by the sheriff of the County of....., State of Minnesota, to..... for the sum of.....Dollars as evidenced by the certificate of sale thereof by said sheriff, dated the.....day of....., 19....., filed for record in the office of the Register of Deeds in and for said county, on the.....day of....., 19....., are recorded in Book.....of....., page.....; and that.....intend .....to make such redemption, under and by reason of the following rights and claims, to-wit:

In Testimony Whereof, The undersigned ha...hereunto set.....hand... this.....day of....., 19.....

In Presence of

}  
 .....  
 .....  
 .....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 60.) Recording fee \$0.75.

APPENDIX NO. 1—CONVEYANCING FORMS

Form No. 75

Notice of Intention to Redeem  
By Corporation

NOTICE OF INTENTION TO REDEEM

Notice is Hereby Given, By the undersigned corporation that it intends to redeem the tract... of land lying and being in the County of....., State of Minnesota, described as follows, to-wit: ..... from the sale thereof made on the..... day of....., 19...., by the sheriff of the County of....., State of Minnesota, to..... for the sum of..... Dollars as evidenced by the certificate of sale thereof by said sheriff, dated the..... day of....., 19...., and recorded in the office of the Register of Deeds in and for said county on the..... day of....., 19...., and recorded in Book..... of....., page.....; and that it intends to make such redemption under and by reason of the following rights and claims, to-wit:

In Testimony Whereof, The said corporation has caused these presents to be executed in its corporate name by its..... President and its..... and its corporate seal to be hereunto affixed this..... day of....., 19....

In Presence of }  
..... }  
..... } By .....  
..... } Its ..... President  
..... } Its .....

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 60.) Recording fee \$1.

Form No. 76

Certificate of Redemption  
By Individual

KNOW ALL MEN BY THESE PRESENTS, That ..... owner.... and holder... of the Sheriff's Certificate of sale hereinafter described, do... hereby certify that on the..... day of....., 19...., I received from..... the sum of..... Dollars in full redemption of the tract... of land lying and being in the County of....., State of Minnesota, described as follows, to-wit: ..... from the sale thereof made by the Sheriff of said county on the..... day of....., 19...., and described in his certificate of sale, dated the..... day of....., 19...., filed for record in the office of the Register of Deeds in and for said county on the..... day of....., 19...., and recorded in Book..... of....., page.....; and that said redemption was made upon the claim following, to-wit:

In Testimony Whereof, ....ha... hereunto set..... hand... this..... day of....., 19....

In Presence of }  
..... }  
..... }  
..... }

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 60.) Recording fee \$0.75.

Form No. 77

Certificate of Redemption  
By Corporation

KNOW ALL MEN BY THESE PRESENTS, That ..... a corporation under the laws of the State of....., the owner and holder of the Sheriff's Certificate of sale hereinafter described, does hereby certify that on the..... day of....., 19...., it received from..... the sum of..... Dollars in full redemption of the tract... of land lying and being in the County of..... State of Minnesota, described as follows, to-wit:.... from the sale thereof made by the Sheriff of said county on the..... day of....., 19...., and described in his certificate of sale, dated the..... day of....., 19...., filed for record in the office of the Register of Deeds in and for said county, on the..... day of....., 19...., and recorded in Book..... of....., page.....; and that said redemption was made upon the claim following, to-wit:

In Testimony Whereof, The said corporation has caused these presents to be executed in its corporate name by its..... President and its..... and its corporate seal to be hereunto affixed this..... day of....., 19....



**Form No. 80**  
**Mechanic's Lien Statement**  
**By Corporation**

**NOTICE IS HEREBY GIVEN**, That it is the intention of.....  
a corporation under the laws of the State of....., with its address at.....  
to claim and hold a lien upon the tract... of land lying in the County of.....  
State of Minnesota, described as follows, to-wit:  
for the sum of.....Dollars, with interest thereon from the.....day of.....  
19.....

That said amount is due and owing to said claimant for.....  
furnished and performed in that certain improvement of said land described as fol-  
lows, to-wit: .....

That the name... of the person... for whom and at whose request said mate-  
rial was furnished and said labor performed..... as follows, to-wit:.....

That the date of the first item of said claimant's contribution to said improve-  
ment was the..... day of....., 19....; and the date of the last item there-  
of, the..... day of....., 19....;

That a description of the premises to be charged with said lien, to the best of  
said claimant's ability to ascertain the same, is as above given;

That the name... of the owner... of said land and premises, at the date of  
making this statement according to the best information said claimant now has or  
is able to ascertain, is /are.....

Dated this..... day of....., 19....

By.....

**STATE OF MINNESOTA**

County of ..... } ss.

..... being duly sworn, on oath says, that he is the  
..... of....., the corporation which is the claimant in the within statement,  
that he has knowledge of the facts stated in said statement by reason of the follow-  
ing facts, to-wit:

that he makes said statement at the instance of said corporation claiming said lien;  
and that the statement is true of his own knowledge.

Subscribed and sworn to before me this..... day of....., 19....

Notary Public..... County, Minn.

My commission expires....., 19....

(Filing back same as in Form No. 60.) Recording fee \$1.

**Form No. 81**  
**Assignment of Mechanic's Lien**  
**By Individual**

**KNOW ALL MEN BY THESE PRESENTS**, That .....  
....., part... of the first part, in consideration of..... Dollars, to.....  
in hand paid by....., part... of the second part, do... hereby sell, assign and  
transfer unto said part... of the second part,..... and assigns, a mechanic's  
lien, the verified statement and claim for which bears date the..... day of  
....., 19...., was executed by..... against..... and was filed for record  
in the office of the Register of Deeds in and for the County of..... State of  
Minnesota, on the..... day of....., 19...., and recorded in Book.....  
of....., page....., together with all right and interest in and to the debt  
thereby secured; and hereby constitute... and appoint... said part... of the sec-  
ond part..... attorney... irrevocable to collect and receive said debt, and to  
foreclose, enforce, and satisfy said mechanic's lien the same as the assignor... might  
or could have done were these presents not executed, but at the cost and expense of  
the part... of the second part.

In Testimony Whereof, The said part... of the first part ha..... hereunto  
set..... hand... this..... day of....., 19....

In Presence of

.....  
.....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No.  
60.) Recording fee \$0.75.

**Form No. 82**  
**Assignment of Mechanic's Lien**  
**By Corporation**

**KNOW ALL MEN BY THESE PRESENTS**, That .....  
a corporation under the laws of the State of....., party of the first part, in

APPENDIX NO. 1—CONVEYANCING FORMS

consideration of.....Dollars, to it in hand paid by.....  
 part...of the second part, does hereby sell, assign, and transfer, unto said part...  
 of the second part,.....and assigns, a mechanic's lien, the verified statement and  
 claim for which bears date the.....day of....., 19...., was executed by  
 .....against....., and was filed for record in the office of the Register of  
 Deeds in and for the County of....., State of Minnesota, on the.....day of  
 ..... 19...., and recorded in Book....., of....., page....., to-  
 gether with all right and interest in and to the debt thereby secured; and hereby  
 constitutes and appoints said part...of the second part its attorney...irrevocable  
 to collect and receive said debt, and to foreclose, enforce and satisfy said mechanic's  
 lien the same as the assignor might or could have done were these presents not exe-  
 cuted, but at the cost and expense of the part...of the second part.

In Testimony Whereof, The said first party has  
 caused these presents to be executed in its corporate  
 name by its.....President and its.....  
 and its corporate seal to be hereunto affixed this.....  
 day of....., 19....

In Presence of }  
 ..... }  
 ..... } By .....  
 ..... } Its .....President  
 ..... }  
 ..... } Its .....

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 60.) Recording fee \$0.75

**Form No. 83**  
**Satisfaction of Mechanic's Lien**  
**By Individual**

KNOW ALL MEN BY THESE PRESENTS, That a certain Mechanic's Lien now  
 owned by the undersigned, the verified statement and claim for which bears date  
 the.....day of....., 19...., was executed by..... against.....  
 and was filed for record in the office of the Register of Deeds in and for said County  
 of.....and State of Minnesota, on the.....day of....., 19...., and  
 recorded in Book.....of....., page....., is fully satisfied, released  
 and discharged, the debt secured thereby having been paid in full. And the Register  
 of Deeds of said County is hereby authorized and directed to discharge the same  
 upon the record thereof, according to the statute in such case provided.

In Testimony Whereof, The undersigned ha...hereunto set.....hand...  
 this.....day of....., 19....

In Presence of }  
 ..... }  
 ..... }  
 ..... }  
 ..... }

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 60.) Recording fee \$0.75.

**Form No. 84**  
**Satisfaction of Mechanic's Lien**  
**By Corporation**

KNOW ALL MEN BY THESE PRESENTS, That a certain Mechanic's Lien now  
 owned by the undersigned, a corporation under the laws of the State of.....  
 the verified statement and claim for which bears date the.....day of.....  
 19...., was executed by.....against....., and was filed for record in the  
 office of the Register of Deeds in and for the County of.....and State of Minne-  
 sota, on the.....day of....., 19...., and recorded in Book.....of  
 .....page....., is fully satisfied, released and discharged, the debt secured  
 thereby having been paid in full. And the Register of Deeds of said County is  
 hereby authorized and directed to discharge the same upon the record thereof, ac-  
 cording to the statutes in such case provided.

In Testimony Whereof, The said corporation has  
 caused these presents to be executed in its corporate  
 name by its.....President and its.....  
 and its corporate seal to be hereunto affixed this.....  
 day of....., 19....

In Presence of }  
 ..... }  
 ..... } By .....  
 ..... } Its .....President  
 ..... }  
 ..... } Its .....

(Acknowledgment same as in Form No. 7. Filing back same as in Form No. 60.) Recording fee \$0.75.

APPENDIX NO. 1—CONVEYANCING FORMS

**Form No. 85**  
**Notice of Lis Pendens**  
**General Form**

STATE OF MINNESOTA, } ss. DISTRICT COURT,  
 County of ..... } .....Judicial District.

..... }  
 ..... } File No. ....  
 Plaintiff.... }  
 vs. } Notice  
 ..... } of  
 ..... } Lis Pendens  
 Defendant.... }

Notice is Hereby Given, That the above entitled action has been commenced and the complaint therein is now on file in the office of the clerk of the District Court above named; that the names of the parties to said action are as above stated; that the real property affected, involved and brought in question by said action is the tract... of land in the County of....., State of Minnesota, described as follows, to-wit: .....

Notice is further given that the object of said action is:  
 Dated....., 19....  
 .....  
 Plaintiff's Attorney.  
 ..... Minnesota

(Filing back same as in Form No. 60.) Recording fee \$0.75.

**Form No. 86**  
**Notice of Lis Pendens**  
**Foreclosure of Mechanic's Lien**

STATE OF MINNESOTA, } ss. DISTRICT COURT  
 County of ..... } .....Judicial District.

..... }  
 ..... } File No. ....  
 Plaintiff.... }  
 vs. } Notice  
 ..... } of  
 ..... } Lis Pendens  
 Defendant.... }

Notice is Hereby Given, That the above entitled action has been commenced and is pending in the Court above named, and that the purpose of said action is to establish and foreclose a lien or liens of record in the office of the Register of Deeds of above named county in Book..... of....., page..... which lien...based upon the construction or improvement of the premises described in the summons in said action, a true copy of which Summons is as follows, to-wit:

**"The State of Minnesota to the Above Named Defendant:**  
 You .....  
 are hereby summoned and required to answer the complaint in the action above entitled, which complaint has been filed in the office of the clerk of said court, and to file your answer to said complaint in said office of said clerk of said court within twenty (20) days after the service of this summons upon you, exclusive of the day of such service, and that if you fail to answer said complaint within the time aforesaid, the plaintiff above named will apply to the court for the relief demanded in said complaint:

You are further hereby notified that this action is one to enforce and foreclose a lien for the sum of.....DOLLARS, .....on the tract.....of land in the County of....., State of Minnesota, described as follows, to-wit:..... for labor, material.....furnished in the following improvement thereof, to-wit:  
 Dated....., 19....  
 .....  
 Attorney..for Plaintiff.....  
 ..... Minnesota."

And Plaintiff....advised that the within named Defendant....claim....some

APPENDIX NO. 1—CONVEYANCING FORMS

right, title, lien or interest, legal or equitable, in said premises, the particulars of which are unknown to Plaintiff.

Dated ..... 19....  
 .....  
 Attorney for Plaintiff.

(Filing back same as in Form No. 60.) Recording fee \$1.00.

**Form No. 87**

**Discharge of Notice of Lis Pendens  
 Partial or Complete**

STATE OF MINNESOTA, }  
 County of ..... } ss. DISTRICT COURT,  
 ..... Judicial District.  
 .....  
 vs. Plaintiff....  
 .....  
 Defendant....

Know All Men by these Presents, That the undersigned..... do... hereby certify that a certain Notice of Lis Pendens, in the above entitled action, which has been pending in the above named Court, and which affected, involved and brought in question the real estate, situate in the County of..... and State of Minnesota, described as follows, to-wit:  
 and which was filed for record in the office of the Register of Deeds of said County of..... on the..... day of....., 19...., and recorded in Book..... of....., on page....., is hereby discharged and said action has been dismissed so far as it pertains to the above described real property. And the Register of Deeds of said County is hereby authorized and directed to discharge the same upon the record thereof, according to the statute in such case made and provided.

In Testimony Whereof, The undersigned ha.... hereunto set..... hand..

In Presence of }  
 .....  
 .....  
 .....

(Acknowledgment same as in Form No. 1. Filing back same as in Form No. 60.) Recording fee \$0.75.

**Form No. 88**

**Decree of Distribution**

STATE OF MINNESOTA, }  
 County of ..... } ss. IN PROBATE COURT,  
 ..... File No.....  
 In the Matter of the Estate of }  
 ..... Deceased. } Decree of Distribution

The above entitled matter came on to be heard on the..... day of ....., 19...., upon the petition of the representative of said estate for the distribution of the residue of said estate to the persons thereunto entitled.

The representative of said estate appeared.....  
 And the court having considered the evidence produced at said hearing, the arguments of counsel, and the files and records in said matter, finds the following facts:

FIRST—That notice of said hearing has been duly given and served as required by law and the citation of this court.

SECOND—That the said estate has been in all respects fully administered, and the expenses of the administration thereof and of the last sickness and burial of said decedent, and all claims allowed against said estate have been fully paid..... and that said representative has filed..... final account herein which has been settled and allowed by the Court.

THIRD—That said decedent died..... testate on the..... day of..... 19....

FOURTH—That the residue of the estate of said decedent for distribution consists of the following property, to-wit:

(A) Personal property of the value of \$..... comprising the following items, viz.: .....

APPENDIX NO. 1—CONVEYANCING FORMS

(B) Real property described as follows: The homestead of decedent situate in the County of . . . . ., State of Minnesota, described as follows, to-wit:

(C) Other tract . . . of land lying and being in the County of . . . . ., State of Minnesota, described as follows, to-wit:

FIFTH—That the following named persons are the . . . . . of said decedent, and are all of the persons entitled to the residue of said estate of said decedent, to-wit: . . . . .

Now, Therefore, On motion of . . . . . representative of said estate, and by virtue of the power and authority vested in this court by law, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the said court does hereby ORDER, ADJUDGE AND DECREE, that all and singular the above described personal property be, and the same hereby is, assigned to and vested in the above named persons, in the following proportions and estates, to-wit:

. . . . . And that the title to the above described real estate . . . . . has passed to and is hereby assigned to and vested in the above named persons in the following proportions and estates, to-wit: . . . . .

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said above named person . . . . . heirs and assigns; without prejudice, however, to any lawful conveyance of said property or any part thereof by said persons, or any of them, heretofore made.

Dated at . . . . ., this . . . . . day of . . . . ., 19 . . . . .

.....  
Judge of Probate.

STATE OF MINNESOTA, }  
County of . . . . . } ss. PROBATE COURT

I, . . . . . of the Probate Court, within and for said County, and Custodian of the Seal and Records of said Court, do hereby certify that I have compared the foregoing copy . . . . . with the original record thereof preserved in this office and have found the same to be a correct transcript of the whole thereof.

In Testimony Whereof, I have hereunto subscribed my name and affixed the Seal of said Court, at . . . . ., in said County, this . . . . . day of . . . . ., 19 . . . . .

.....  
..... of the Probate Court.

Filing Back

|                     |                                |                  |  |                      |                                 |   |                      |
|---------------------|--------------------------------|------------------|--|----------------------|---------------------------------|---|----------------------|
| File No. . . . .    | STATE OF MINNESOTA,            | IN PROBATE COURT | I hereby certify that the within Instru-                   | By . . . . . Deputy. | Transfer entered this . . . . . | Filed this . . . . . day of . . . . .           | Recording Fee \$1.50 |
| County of . . . . . | In the Matter of the Estate of | Deceased.        | ment was filed in this office for record on                | Register of Deeds.   | day of . . . . ., 19 . . . . .  | 19 . . . . ., and recorded in Book . . . . . of |                      |
|                     | (NAME OF INSTRUMENT)           |                  | the . . . . . day of . . . . ., 19 . . . . ., at . . . . . | County Auditor.      | County Auditor.                 | Decreases, page . . . . .                       |                      |
|                     | Office of Register of Deeds,   |                  | o'clock . . . . . M., and was duly recorded in             | Deputy.              | County Auditor.                 | . . . . . of Probate Court.                     |                      |
|                     | State of Minnesota,            |                  | Book . . . . . of . . . . ., page . . . . .                | Deputy.              | County Auditor.                 | . . . . . of Probate Court.                     |                      |

Form No. 89  
Decree of Distribution

STATE OF MINNESOTA, }  
County of . . . . . } ss. IN PROBATE COURT,  
File No. . . . .  
In the Matter of the Estate of }  
Deceased. } Decree of Distribution  
of Exempt Estate

APPENDIX NO. 1—CONVEYANCING FORMS

The above entitled matter came on to be heard on the.....day of....., 19.... upon the petition of the representative of said estate stating that the property of said decedent described therein is claimed to be exempt from the payment of debts, and praying, among other things, that the whole of said estate be closed forthwith and judgment entered for the immediate distribution of said property to those thereunto entitled.

The representative of said estate appeared..... And the court having considered the evidence produced at said hearing, the arguments of counsel, and the files and records in said matter, finds the following facts:

FIRST—That notice of said hearing has been duly given and served as required by law and the citation of this court.

SECOND—That said decedent died.....testate on the.....day of 19.....

THIRD—That the residue of the estate of said decedent for distribution consists of the following property, to-wit:

(A) Personal property of the value of \$.....comprising the following items, viz.: .....

(B) Real property described as follows: The homestead of decedent situate in the County of....., State of Minnesota, described as follows, to-wit:

FOURTH—That all of said property is exempt from the payment of debts of said decedent by reason of the following facts: .....

FIFTH—That the following named persons are the.....of said decedent, and are all of the persons entitled to the hereinbefore described property.....

Now, Therefore, On Motion of ..... and by virtue of the power and authority vested in this court by law, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and the said court does hereby ORDER, ADJUDGE AND DECREE, that all and singular the above described property, be, and the same hereby is assigned to and vested in the above named person...in the following proportions and estates, to-wit:

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining, to the said above named person... heirs and assigns; without prejudice, however, to any lawful conveyance of said property or any part thereof by said persons or any of them heretofore made.

Dated at....., this.....day of....., 19.....

Judge of Probate.

(Certificate and filing back same as in Form No. 88.) Recording fee \$1.50.

Form No. 90

Decree of Descent

|                                |       |                   |
|--------------------------------|-------|-------------------|
| STATE OF MINNESOTA,            | } ss. | IN PROBATE COURT, |
| County of .....                |       | File No.....      |
| In the Matter of the Estate of | }     | Decree of Descent |
| .....<br>Deceased.             |       |                   |

The above entitled matter came on to be heard on the.....day of....., 19...., upon the petition of ..... praying for the judicial determination of the descent of the real estate hereinafter described belonging to said decedent at the time of h... death. The said petitioner appeared in person.....and.....appeared in opposition to said petition; and the court having duly considered said petition, and the evidence adduced in relation thereto finds the following facts:.....

FIRST—That due notice of said hearing was given by the publication of the order for hearing on said petition heretofore entered herein.....

SECOND—That the petitioner's interest in the lands hereinafter described is as follows, to-wit: .....

THIRD—That the above named decedent died at....., in the County of....., State of....., on the.....day of....., 19...., leaving..... last will and testament..... and that more than five years have elapsed since the death of said decedent, and that no will has been probated nor administration had upon.....estate in the State of Minnesota.

FOURTH—That said decedent, at the time of.....death, was the owner and seized of the tract...of land in the County of....., State of Minnesota, described as follows, to-wit:

FIFTH—That the following named persons are the..... of said decedent and the persons entitled to h.....estate and the lands herein described, to-wit: .....

AS A CONCLUSION FROM THE FOREGOING FACTS, IT IS ORDERED, ADJUDGED AND DECREED, That all and singular the above described lands descended to, and are the property of, the above named person...and that the same

APPENDIX NO. 1—CONVEYANCING FORMS

be, and hereby are, vested in and assigned to the above named person . . . . , in the following proportions, to-wit: . . . . .

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said above named persons, their heirs and assigns; without prejudice, however, to any lawful conveyance of said property or any part thereof by said persons, or any of them, made. Dated at . . . . . , this . . . . . day of . . . . . , 19 . . . . .

Judge of Probate.

(Certificate and filing back same as in Form No. 88.) Recording fee \$1.25.

**Form No. 91**

**Decree for Conveyance Pursuant to Decedent's Contract**

|  |       |  |
|--|-------|--|
| STATE OF MINNESOTA,<br>County of . . . . . }<br>In the Matter of the Estate of<br>. . . . . }<br>Deceased. | } ss. | IN PROBATE COURT,<br>File No. . . . .<br><br>Decree for Conveyance |
|--|-------|--|

The above entitled matter came on to be heard on the . . . . . day of . . . . . , 19 . . . . upon the petition of . . . . . for conveyance of certain real estate therein described, pursuant to a contract in writing made by . . . . . Said petitioner . . . . . appeared in person . . . . . and . . . . . appeared in opposition to said petition; and the court having duly considered said petition, and the evidence adduced in relation thereto finds the following facts: . . . . .

That due notice of said hearing was given by publication of the order for hearing on said petition heretofore entered herein . . . . .

That said decedent was at the time of . . . . . death obligated by said contract to convey to . . . . . by . . . . . deed, the tract . . . . . of land lying in the County of . . . . . State of Minnesota, described as follows, to-wit: upon performance of the terms of said contract by said vendee . . . . , and that the vendee's interest in said contract is now owned by . . . . .

That the terms and conditions of said contract upon the performance of which the vendee . . . . therein named, . . . . should be entitled to such conveyance have been performed; that said decedent, if now living, might be compelled to make such conveyance to said petitioner . . . . ; and that it appears to the satisfaction of the court that such conveyance should now be made.

It is Therefore Hereby Ordered, That . . . . . as . . . . . of the estate of said decedent, be and hereby is authorized and directed to convey said land to said petitioner . . . . by . . . . deed, pursuant to the terms of said contract.

Dated at . . . . . , this . . . . . day of . . . . . , 19 . . . . .

Judge of Probate.

(Certificate same as in Form No. 88.)

Filing Back

|   |       |                      |
|---|-------|----------------------|
| File No. . . . .<br>STATE OF MINNESOTA,<br>County of . . . . .<br>PROBATE COURT<br>In the Matter of the Estate of<br>. . . . . Deceased.<br>(NAME OF INSTRUMENT)<br>Office of Register of Deeds,<br>State of Minnesota,<br>County of . . . . .<br>I hereby certify that the within instrument<br>was filed in this office for record on the . . . . .<br>day of . . . . . , 19 . . . . , at . . . . . o'clock<br>. . . . . M., and was duly recorded in Book<br>. . . . . of . . . . . page . . . . .<br>Register of Deeds.<br>Deputy.<br>Filed this . . . . . day of . . . . . , 19 . . . .<br>and recorded in Book . . . . . of Deeds,<br>page . . . . .<br>. . . . . of Probate. | } ss. | Recording Fee \$1.25 |
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APPENDIX NO. 1—CONVEYANCING FORMS

of license, before making the sale of real estate specified in said report and hereinafter referred to; and also before making said sale, executed and filed in this court the bond required by law and said order of license, which bond was duly approved by this court.

THIRD—That the said . . . . . before making said sale, did cause the real estate hereinafter and in said order of license described to be re-appraised by the persons appointed for that purpose in said order of license, and their re-appraisal thereof to be filed in this court. . . . .

FOURTH—That on the . . . . . day of . . . . ., 19 . . . . ., the said . . . . . pursuant to said order of license, did sell, at private sale, to . . . . . for the sum of . . . . . DOLLARS, the tract . . . . . of land, described in said order of license, lying and being in the County of . . . . ., State of Minnesota, described as follows, to-wit: . . . . .

FIFTH—That the sum . . . . . for which said land . . . . . so sold . . . . . not disproportionate to the value thereof, nor less than the value thereof as appraised by said appraisers appointed by this court to appraise the same, and that said sale . . . . . honestly and fairly made, and that said . . . . . was not a purchaser at said sale, and was not interested, directly or indirectly, in the purchase of said real estate at said sale thereof.

It is Therefore Ordered, That said sale . . . . . be, and the same hereby . . . . . in all things confirmed; and that the said . . . . . be, and . . . . . hereby is, authorized and directed to execute and deliver to said purchaser good and sufficient deed . . . . . of conveyance, upon compliance by . . . . . with the terms of said sale.

Dated at . . . . ., this . . . . . day of . . . . ., 19 . . . . .

.....  
Judge of Probate.

(Certificate same as in Form No. 88. Filing back same as in Form No. 91.)  
Recording fee \$1.50.

## Appendix No. 2

### Session Laws

Includes annotations, amendments and repeals of provisions of former statutes and the session laws, the text of which is not included in Mason's Minn. Stat. 1927, or in this supplement.

#### Territorial Laws 1851, c. 8.

Provisions perpetuated "rights, immunities, franchises and endowments," held by university under territorial laws confirmed by constitution, including administration by a board of 12 regents, who themselves were the "body corporate," to be elected by the two Houses of the Legislature in joint convention. State v. Quinlivan, 198M66, 268NW858. See Dun. Dig. 8694.

Laws 1923, c. 429, §1 (Mason's Minn. St. 1927, §3110), attempting to make three state officers ex officio regents, and to vest in Governor power to appoint others, is unconstitutional. Id. See Dun. Dig. 8694.

If it be assumed that under supposed law of its being, organization of University of Minnesota was defective, or even invalid and hence there was no corporation even de facto, it became a corporation de jure by constitutional confirmation of "existing laws" under which it was organized and functioning when the State Constitution was adopted. Id. See Dun. Dig. 8693a.

Members of board of regents are to be appointed by the governor and not the legislature. Op. Atty. Gen. (213f), July 8, 1935.

Legal title to University permanent trust fund land is vested in state subject to trust imposed thereon for use and benefit of University to be appropriated and applied as legislature may prescribe for use and support of the University, and in absence of legislation to that effect, department of conservation is without authority to transfer administration, sale, lease, demise, control or management of University trust fund lands to Board of Regents of the University. Op. Atty. Gen. (618c-2), Dec. 13, 1938.

Order of industrial commission requesting changes in nurses' home on University campus for fire protection purposes is of no legal effect. Op. Atty. Gen., May 26, 1933.

#### Territorial Laws 1851, c. 73.

Legislature does not have power to require board of regents of university to grant free tuition to any class of students. Op. Atty. Gen. (618a-5), Nov. 13, 1936.

#### Laws 1854, c. 36.

Special Laws 1878, c. 69, did not continue the Minnesota Central University in existence, but created a new corporation, now Pillsbury Academy, whose property could not lawfully be made exempt from taxation. Trustees of Pillsbury Academy v. S., 204M365, 283NW727. See Dun. Dig. 9141.

#### Special Laws 1855, c. 29.

Special school district No. 26, whose boundaries are coterminous with those of the city of Hastings, may levy a tax up to 35 mills under authority of Chapter 292, Laws 1921, constitutionality of which is sustained. State v. Brown, 189M257, 248NW822.

#### Laws 1860, c. 80.

Members of board of regents are to be appointed by the governor and not the legislature. Op. Atty. Gen. (213f), July 8, 1935.

#### Special Laws 1864, c. 15.

This special act may not be amended either as to limits of district or terms or manner of election of officers. Op. Atty. Gen., Jan. 31, 1933.

#### Special Laws 1864, c. 16.

Northfield school district is a special district. Op. Atty. Gen., Nov. 6, 1933.

#### Special Laws 1865, c. 2.

It is a question of fact whether a railroad has abandoned land so that it is subject to taxation. Op. Atty. Gen. (365b-12), Apr. 23, 1938.

#### Special Laws 1865, c. 54.

Effect of passage of Laws 1939, c. 62, on Mankato special school district. Op. Atty. Gen. (187a-6), April 11, 1939.

#### Gen. Stats. 1866, c. 29.

Even though the plat did not conform to c. 29, Gen. Stat. 1866, it effected a common-law dedication to the public of the streets and alleys thereon designated. Doyle v. B., 182M556, 235NW18. See Dun. Dig. 2646(16), 2652(33).

Laws 1921, c. 292, is not unconstitutional as modification of this act, as amended by Sp. Laws 1889, c. 132,

but is rather a repeal of part of it. State v. Brown, 189M257, 249NW569.

#### Laws 1867, c. 9.

Trustees of Pillsbury Academy v. S., 204M365, 283NW 727; note under Laws 1854, c. 36.

#### Laws 1868, c. 1, §5.

The attempt to create the elective office of president of Board of Regents was unauthorized and without effect, and chancellor of University need not give a bond. Op. Atty. Gen., Dec. 21, 1931.

#### Laws 1868, c. 54.

Mankato school board has power to sell abandoned school building several blocks removed from site of new building, without vote of district. Op. Atty. Gen., Mar. 7, 1933.

#### Special Laws 1868, c. 36.

##### §18.

City council, if operating waterworks system under its charter, has legal right to pay for material to be used in extension of water main, and is not obliged to levy a special tax against property to be benefited. Op. Atty. Gen. (624d-11), Mar. 18, 1936.

Council of Belle Plaine has no authority to enact ordinance requiring filling stations to close at night. Op. Atty. Gen. (477b-20), Aug. 25, 1937.

##### §19.

Borough of Belle Plaine may by ordinance reasonably regulate establishment and construction of filling station, but this would not include power to suppress or prohibit. Op. Atty. Gen. (477B-10), April 10, 1939.

#### Special Laws 1869, c. 92.

##### §14.

Notice of special school meeting held sufficient. Op. Atty. Gen. (161a-16), Sept. 23, 1937.

#### Laws 1870, c. 31.

See Montgomery city charter, appendix 3. Laws 1923, c. 317, governs elections in city of Montgomery in all matters not specifically provided for in this act, but this act prevails in case of inconsistency. Op. Atty. Gen., Mar. 14, 1933.

Laws 1870, c. 31, and General Statutes 1894, §§1045 to 1195, under which city of Marshall was established were not repealed by the revision of 1905 and are still applicable to cities incorporated thereunder, except as modified by later enactment, and a city assessor may be appointed only for a term of one year. Op. Atty. Gen. (12a-3), Apr. 23, 1935.

#### Act Feb. 29, 1872 (Laws 1902, c. 90).

Repealed by Laws 1929, c. 371, §8.

#### Special Laws 1873, c. 51, §9.

Incidental expenses, include books, furniture, stationery and other supplies, but do not include salaries of teachers, janitors, etc., nor does it limit the amount that can be raised for purpose of paying bonds and interest on bonds. Op. Atty. Gen. (519m), Oct. 21, 1935.

#### Special Laws 1874, c. 1.

One appointed and commissioned by the commissioner of public safety of the city of St. Paul a special police officer, at the request of justice of the peace of 10th and 11th wards to serve process issued out of his court, is entitled to recover of an attorney, practicing in said court, for such process so served, at attorney's request, the fees therefor prescribed by Mason's Minn. St. 1927, §6996. Russ v. K., 285NW472. See Dun. Dig. 8753.

#### Laws 1875, c. 139.

An order granting a franchise to electric light and power company not exclusive in terms does not interfere with or restrict right of city or village to establish, construct, or operate electric light and power system, nor from purchasing electric energy and distributing same through its own system. Op. Atty. Gen. (624c-6), Nov. 18, 1937.

Village of Wykoff is now governed by provisions of 1885, c. 145. Op. Atty. Gen. (477a), Mar. 2, 1938.

Village of Mazeppa may enter into contract to dispose of electric energy within or without its corporate limits. Op. Atty. Gen. (624c-12), Aug. 24, 1938.

Compensation of village assessor of Heron Lake is covered by laws fixing compensation of town assessor. Op. Atty. Gen. (12b-1), Jan. 25, 1939.

Vote of people is necessary before more than \$500 can be expended for any one purpose. *Id.*  
 Village assessor is limited in his compensation to 60 days services assuming that he is not required to put in extra time at request of county auditor. *Id.*

#### Special Laws 1875, c. 2.

One appointed and commissioned by the commissioner of public safety of the city of St. Paul a special police officer, at the request of justice of the peace of 10th and 11th wards to serve process issued out of his court, is entitled to recover of an attorney, practicing in said court, for such process so served, at attorney's request, the fees therefor prescribed by Mason's Minn. St. 1927, §6996. *Russ v. K.*, 285NW472. See Dun. Dig. 8753.

#### Special Laws 1875, c. 139.

Repeal of Laws 1875, c. 139, by §10962, did not affect villages, such as Heron Lake, operating thereunder, and such laws govern repairing of sidewalks and paving of streets. *Op. Atty. Gen.* (484e-4), Apr. 15, 1936.

§1.

Village council may sell land no longer needed without vote of people. *Op. Atty. Gen.* (469a-15), Sept. 23, 1935.

Where voters of village of Carlton approved a bond issue in sum of \$15,000 for purpose of erecting a community building, and it was later discovered that cost will exceed that sum by several thousand dollars, council may pay additional cost without an election out of general fund of village, if it is sufficient. *Op. Atty. Gen.* (469c-4), Apr. 20, 1937.

§4.

Council of village of Graceville consists of president, recorder and three trustees, and vote of any three is sufficient, president and recorder having right to vote. *Op. Atty. Gen.* (471o), Feb. 18, 1936.

§11.

Village council of Delavan could immediately call a second special election upon the proposition of building a combined city hall, fire station and jail which failed in the first election to carry. *Op. Atty. Gen.*, Oct. 16, 1931.

§15.

This section was repealed by Laws 1929, c. 413, and village council may fill vacancy in office of justice of peace. *Op. Atty. Gen.*, Mar. 24, 1933.

§17.

Council of village of Lamberton has power to require license for dogs, whether running at large or on owners' premises. *Op. Atty. Gen.*, June 2, 1932.

§20.

Provision requiring a vote of people before expenditure of sum in excess of \$500 was repealed by Laws 1885, c. 145. *Op. Atty. Gen.* (396a-2), July 12, 1939.

Village of Huron Lake may treat streets with tarvia upon action of council alone and with use of general funds, and without a vote of the people even though cost is over \$500. *Id.*

#### Laws 1876, c. 5.

Village of Wykoff is now governed by provisions of 1885, c. 145. *Op. Atty. Gen.* (477a), Mar. 2, 1938.

#### Laws 1876, c. 211.

Two justices of the peace elected at large in the City of St. Paul may maintain their offices east of Wabasha Street if they so desire. *Op. Atty. Gen.* (266), May 19, 1936.

#### Special Laws 1876, c. 24.

Effect of passage of Laws 1939, c. 62, on Mankato special school district. *Op. Atty. Gen.* (187a-6), April 11, 1939.

#### Special Laws 1876, c. 211.

§10.

One appointed and commissioned by the commissioner of public safety of the city of St. Paul a special police officer, at the request of justice of the peace of 10th and 11th wards to serve process issued out of his court, is entitled to recover of an attorney, practicing in said court, for such process so served, at attorney's request, the fees therefor prescribed by Mason's Minn. St. 1927, §6996. *Russ v. K.*, 285NW472. See Dun. Dig. 8753.

#### Laws 1877, c. 61.

Council of village of Lamberton has power to require license for dogs, whether running at large or on owners' premises. *Op. Atty. Gen.*, June 2, 1932.

#### Special Laws 1877, c. 16.

Village of Mazeppa may enter into contract to dispose of electric energy within or without its corporate limits. *Op. Atty. Gen.* (624c-12), Aug. 24, 1938.

#### Special Laws 1877, c. 23.

§6.

One appointed and commissioned by the commissioner of public safety of the city of St. Paul a special police officer, at the request of justice of the peace of 10th and 11th wards to serve process issued out of his court, is entitled to recover of an attorney, practicing in said court, for such process so served, at attorney's request, the fees therefor prescribed by Mason's Minn. St. 1927, §6996. *Russ v. K.*, 285NW472. See Dun. Dig. 8753.

#### Special Laws 1878, c. 20.

Agricultural land may be detached from village either under general law or under special acts under which village was organized. *New York Life Ins. Co. v. V.*, 187 M119, 244NW553. See Dun. Dig. 85a, 87.

#### Special Laws 1878, c. 21.

An order granting a franchise to electric light and power company not exclusive in terms does not interfere with or restrict right of city or village to establish, construct and operate an electric light and power system, nor from purchasing electric energy and distributing same through its own system. *Op. Atty. Gen.* (624c-6), Nov. 18, 1937.

#### Special Laws 1878, c. 69.

Minnesota Central University organized under Laws 1854, c. 36, was not continued in existence by special Laws 1878, c. 69, when a new corporation was created, now Pillsbury Academy, and attempt in later act to exempt new corporation from taxation was unconstitutional as constitution then stood. *Trustees of Pillsbury Academy v. S.*, 204M365, 283NW727. See Dun. Dig. 9141.

#### Special Laws 1878, c. 157.

1, 7, 9.

Minneapolis home rule charter, c. 13, §4, held not to apply to the school building and hence the board of education is not required to submit the location and design of the building to the planning commission for approval. 181M676, 233NW834. See Dun. Dig. 6525, 6768, 8656.

#### Special Laws 1879, c. 8.

Council of village of Lamberton has power to require license for dogs, whether running at large or on owners' premises. *Op. Atty. Gen.*, June 2, 1932.

#### Special Laws 1879, c. 57, §41.

Municipality may hire more than one band and may hire an instructor as an incident to maintenance and employment. *Op. Atty. Gen.* (519h), June 16, 1937.

#### Special Laws 1879, c. 92.

The two justices of the peace elected at large in the City of St. Paul may maintain their offices east of Wabasha Street if they so desire. *Op. Atty. Gen.* (266), May 19, 1936.

#### Special Laws 1879, c. 247.

Road vacated by Laws 1929, c. 145.

#### Special Laws 1879, c. 324.

Mason's Minn. St. 1927, §3195, providing for reimbursement to cities, towns, or villages of third and fourth class for part of expense of administering their local relief under town system, held unconstitutional in violation of uniformity clause. *Village of Robbinsdale v. C.*, 199M203, 271NW491. See Dun. Dig. 7427.

#### Special Laws 1881, c. 8.

Village council may sell land no longer needed without vote of people. *Op. Atty. Gen.* (469a-15), Sept. 23, 1935.

Repeal of laws 1875, c. 139, by §10962, did not affect villages, such as Heron Lake, operating thereunder, and such laws govern repairing of sidewalks and paving of streets. *Op. Atty. Gen.* (484e-4), Apr. 15, 1936.

Mason's Minn. Supp., 1938, §1199 does not apply to such villages as Heron Lake, requiring bids on all contracts involving an expenditure of \$100 or more if not paid from road or poll tax. *Op. Atty. Gen.* (12b-1), Jan. 25, 1939.

Vote of people is necessary before more than \$500 can be expended for any one purpose. *Id.*

Compensation of village assessor of Heron Lake is covered by laws fixing compensation of town assessor. *Id.*

Village assessor is limited in his compensation to 60 days services assuming that he is not required to put in extra time at request of county auditor. *Id.*

Village of Heron Lake may treat streets with tarvia upon action of council alone and with use of general funds, and without a vote of the people even though cost is over \$500. *Op. Atty. Gen.* (396a-2), July 12, 1939.

#### Special Laws 1881, c. 18.

Council of village of Graceville consists of president, recorder and three trustees, and vote of any three is sufficient, president and recorder having right to vote. *Op. Atty. Gen.* (471o), Feb. 18, 1936.

#### Special Laws 1881, c. 62.

There is no specific time limit within which village officers must qualify, but a vacancy occurs if they do not qualify within a reasonable time. *Op. Atty. Gen.* (471h), Jan. 7, 1936.

#### Special Laws 1881, c. 145.

##### Albert Lea School District.

County board had no jurisdiction of a petition of a landowner asking that his land be set out from the Albert Lea school district. *Op. Atty. Gen.*, July 8, 1931.

Mason's Stat., 3014-6, as amended by Laws 1935, c. 289, applies to special school districts as well as other districts. *Op. Atty. Gen.* (426b-7), June 6, 1935.

**Special Laws 1881, c. 178, §14, as amended by Special Laws 1889, c. 526.**

**Anoka School District No. 1.**  
Meeting of board of education was valid without statutory notice if all members were present. Op. Atty. Gen. (906f), May 14, 1935.

**Special Laws 1881, c. 190, §1.**  
State Board of Control has no authority to condemn St. Paul City Workhouse. Op. Atty. Gen. (59a-14), June 22, 1936.

**Sp. Laws 1881, c. 200.**  
Duty of maintaining streets and sidewalks reasonably safe for travel rests upon municipality, and the street railway was not liable for ruts near rails caused by plowing snow and use by automobiles. *Phellon v. D.*, 202M224, 277NW552. See Dun. Dig. 6818.

**Special Laws 1883, c. 314.**  
Repealed by Laws 1929, c. 7, effective Dec. 31, 1929.

**Special Laws 1883, c. 316.**  
Amended by Sp. Laws 1891, c. 361.  
Repealed Mar. 26, 1929, c. 89.

**Special Laws 1885, c. 116.**  
Clerk of municipal court of Brainerd should furnish a bond in addition to that furnished by the judge, in amount required by statute, approved by judge, and filed with secretary of state. Op. Atty. Gen. (3071), May 13, 1937.

**Laws 1885, c. 145.**  
See notes under §1111.

**19.**  
The Village of Kenyon cannot enter into a contract for the purchase of electric generating equipment for a proposed municipal light plant to be paid for out of future earnings, nor can it issue warrants payable in the future out of such earnings. Op. Atty. Gen., Oct. 10, 1931.

**Special Laws 1885, c. 175.**  
This act sufficiently expresses its subject in its title. *State v. County of Mower*, 185M390, 241NW60. See Dun. Dig. 8920.

This act was not repealed by either Laws 1913, c. 235, or Laws 1921, c. 323. *State v. County of Mower*, 185M390, 241NW60.

**Laws 1887, c. 8.**  
Board of education of South St. Paul has power to purchase real estate for school purposes without authorization by voters. Op. Atty. Gen., April 28, 1932.

**Special Laws 1887, c. 1.**  
Board of education of South St. Paul has power to purchase real estate for school purposes without authorization by voters. Op. Atty. Gen., April 28, 1932.

**Subch. 8.**  
Special school district No. 1 in Dakota county has no authority to expend public money for transportation of pupils. Op. Atty. Gen., Nov. 22, 1933.

**d.**  
Special school district in South St. Paul has authority to expend public moneys for transportation of pupils. Op. Atty. Gen., Feb. 1, 1934.

**Special Laws 1887, c. 2, §2.**  
Vacancy in office of assessor in village of Litchfield must be filled by special election. Op. Atty. Gen., Apr. 14, 1932.

**Special Laws 1887, c. 4.**  
See New Ulm City Charter, Appendix No. 3.  
City may appropriate money for maintenance of cannon donated to it by Burgs Battery, including money for purchase of powder, cannon polish, rent of houses and repairs, though the battery is a private organization. Op. Atty. Gen. (59a-3), May 18, 1939.

**Pt. IV, §101.**  
It is not necessary to publish resolutions. Op. Atty. Gen. (63a-10), Dec. 30, 1938.

**Special Laws 1887, c. 5.**  
Laws 1903, c. 165, is a complete independent legislative enactment and is not controlled by any of the provisions of this act relative to the removal of officers, and the mayor of Winona may remove any of the commissioners for any of the grounds specified in the 1903 law as provided therein, and neither the city council nor the board of municipal works has any part in the proceedings. Op. Atty. Gen., May 4, 1931.

**Special Laws 1887, c. 25.**  
Financial statement made out by city treasurer need not be published. Op. Atty. Gen. (359a-21), Apr. 19, 1938.  
Candidates for city office should file their affidavits of candidacy not less than 15 days prior to city election, as provided in §1806. Op. Atty. Gen. (359a-21), Apr. 19, 1938.

**12.**  
Salary of city treasurer of city of Chatfield may be fixed by resolution of common council. Op. Atty. Gen. (359a-21), Apr. 19, 1938.

**Special Laws 1887, c. 27.**  
See Op. Atty. Gen., Apr. 14, 1932, under c. 2, §2.  
Village of Litchfield may purchase Diesel engines without advertising for bids. Op. Atty. Gen. (707a-15), Nov. 17, 1936.

City of Litchfield has authority to acquire and maintain a golf course. Op. Atty. Gen. (469a-12), June 4, 1937.

**Special Laws 1887, c. 27, as amended by Special Laws 1889, c. 40.**

Act does not authorize village council to make an appropriation to American Legion drum and bugle corps for purpose of purchasing uniforms and equipment. Op. Atty. Gen. (469c-1), May 9, 1938.

**Special Laws 1887, c. 252.**  
Repealed July 14, 1937, Sp. Sess., c. 43.  
Repeat of this act by Laws 1937, Ex. Sess., c. 43, had effect of reestablishing county system of poor relief in Pope County. Op. Atty. Gen. (3390-5), Aug. 24, 1937.

**Special Laws 1887, c. 330.**  
Trustees of Pillsbury Academy v. S., 204M365, 283NW 727; note under Laws 1854, c. 36.

**Laws 1889, c. 57.**  
State of Minnesota has authority to enforce criminal laws of the state on the Fort Snelling Reservation in state courts. Op. Atty. Gen. (310j), Apr. 3, 1934.

Whether civilian transients located in civilian camp upon Fort Snelling reservation are subject to jurisdiction of state courts when they commit crimes upon such reservation is a question of fact. Op. Atty. Gen. (310j), May 11, 1934.

Coroner cannot hold inquests in deaths occasioned by violence on Fort Snelling Reservation unless there are civil persons, and not soldiers, who might be subjected to prosecution in state court, coroner having no jurisdiction if person committing crime is a soldier. Op. Atty. Gen. (103f), May 12, 1936.

**Laws 1889, c. 161.**  
Change of venue from St. Paul municipal court under provisions of §9215 should conform to practice of district court, and a motion and order is unnecessary. *State v. Municipal Court of St. Paul*, 204M413, 283NW560.

**Special Laws 1889, c. 9.**  
City of Anoka has all the powers it had under previous charter, including power to construct a hospital. Op. Atty. Gen. (59h-5), Aug. 5, 1936.

**Special Laws 1889, c. 34.**  
**18.**  
Amended Laws 1907, c. 465; Laws 1911, c. 126; Laws 1917, c. 482; Laws 1919, c. 303; Laws 1921, c. 201; Laws 1923, c. 413; Laws 1927, c. 424; Laws 1929, c. 129; Laws 1937, c. 273, §1.

**Special Laws 1889, c. 132.**  
*State v. Brown*, 189M257, 249NW569.

**Special Laws 1889, c. 246.**  
Village of Litchfield owning and operating electric light power plant may purchase appliances, such as electric stoves, and sell same to village consumers of light and power. Op. Atty. Gen. (624c-5), Apr. 27, 1937.

**Special Laws 1889, c. 351.**  
**1 (9).**  
Amended, Laws 1921, c. 362, §1; Laws 1929, c. 423, §1.  
Municipal court of St. Paul may dispose of cases involving violations of a city ordinance without a jury trial. *State v. Parks*, 199M622, 273NW233. See Dun. Dig. 5235, 6907.

One charged with offense of operating a motor vehicle while under influence of intoxicating liquor in violation of city ordinance is not entitled to a jury trial in municipal court of St. Paul, though conviction involves a fine of \$100 or imprisonment for 90 days, and incidentally involves revocation of driver's license, and although at time of passage of ordinance, there existed a statute covering same subject matter which entitled violator to a jury trial. Id.

**52.**  
Amended, Laws 1907, c. 302; Laws 1913, c. 420, §1; Laws 1919, c. 303, §2; Laws 1921, c. 362, §4; Laws 1927, c. 317, §2; Laws 1929, c. 423, §2.

**Special Laws 1889, c. 355.**  
**§1.**  
Incumbent in office of abstract clerk could not question title of successor holding certificate of election in suit for an injunction. *Doyle v. R.*, 285NW480. See Dun. Dig. 4486.

**Special Laws 1889, c. 369.**

One appointed and commissioned by the commissioner of public safety of the city of St. Paul a special police officer, at the request of justice of the peace of 10th and 11th wards to serve process issued out of his court, is entitled to recover of an attorney, practicing in said court, for such process so served, at attorney's request, the fees therefor prescribed by Mason's Minn. St. 1929, §6996. *Russ v. K.*, 285NW472. See Dun. Dig. 8753.

**Special Laws 1889, c. 403.**

Amended. Laws 1933, c. 428.

One appointed and commissioned by the commissioner of public safety of the city of St. Paul a special police officer, at the request of justice of the peace of 10th and 11th wards to serve process issued out of his court, is entitled to recover of an attorney, practicing in said court, for such process so served, at attorney's request, the fees therefor prescribed by Mason's Minn. St. 1927, §6996. *Russ v. K.*, 285NW472. See Dun. Dig. 8753.

**Special Laws 1889, c. 423.**

One appointed and commissioned by the commissioner of public safety of the city of St. Paul a special police officer, at the request of justice of the peace of 10th and 11th wards to serve process issued out of his court, is entitled to recover of an attorney, practicing in said court, for such process so served, at attorney's request, the fees therefor prescribed by Mason's Minn. St. 1929, §6996. *Russ v. K.*, 285NW472. See Dun. Dig. 8753.

**Special Laws 1889, c. 449, as amended by Laws 1889, c. 99.**

One appointed and commissioned by the commissioner of public safety of the city of St. Paul a special police officer, at the request of justice of the peace of 10th and 11th wards to serve process issued out of his court, is entitled to recover of an attorney, practicing in said court, for such process so served, at attorney's request, the fees therefor prescribed by Mason's Minn. St. 1927, §6996. *Russ v. K.*, 285NW472. See Dun. Dig. 8753.

**Laws 1891, c. 57.**

State cannot tax malt liquors when sold on Fort Snelling Reservation. Op. Atty. Gen. (218k), Mar. 25, 1938.

**Special Laws 1891, c. 2.**

Conviction for liquor offense does not prohibit one from holding office of councilman of city of Chaska unless right of citizenship has been lost and not restored. Op. Atty. Gen. (63a), Feb. 15, 1937.

**Subch. IV.**

5.

City may remove accumulations in water course running through city if deemed injurious to public health or detrimental to general welfare. Op. Atty. Gen. (387b-8), Aug. 12, 1938.

**Special Laws 1891, c. 3.**

15.

Commission need not advertise for bids before purchasing a second hand machine for \$5000. Op. Atty. Gen., Mar. 1, 1934.

**Special Laws 1891, c. 5.**

City may furnish guards and boats and other facilities for protection of public in using swimming pools. Op. Atty. Gen. (59b-11), Aug. 10, 1936.

Council may, but is not compelled to advertise for bids for purchase of supplies, or for other contracts in excess of \$100. Op. Atty. Gen. (707a-4), May 3, 1939.

**Subch. IV.**

City of St. Peter has power to acquire and maintain a municipal hospital. Op. Atty. Gen. (59b-5), Aug. 6, 1938.

City of St. Peter has authority to use surplus electric light fund for paying cost of constructing a hospital without submitting proposition to voters. Op. Atty. Gen. (624a-6), Sept. 2, 1938.

**St. Peter City Charter.**

See notes under St. Peter City Charter.

**Special Laws 1891, c. 45.**

Offices of constable and councilman of Le Sueur are incompatible. Op. Atty. Gen., May 1, 1933, May 9, 1933.

City of Le Sueur may exceed its debt limitation in purchasing Diesel engine to be used in operating an electric light and power plant, but cannot expend more than \$1,000 therefor without a vote of electors. Op. Atty. Gen. (624e-8), Dec. 7, 1936.

City of Le Sueur may purchase Diesel engine for light plant costing more than \$1,000 and issue without vote of people bonds or certificates of indebtedness payable from net revenues of power and water plants. Op. Atty. Gen. (624e-8), Feb. 18, 1937.

Cities of the fourth class operating under special laws or home rule charters need not publish financial statements. Op. Atty. Gen. (277E-2), May 15, 1939.

City officers can not be interested in contracts with city. Op. Atty. Gen. (90e-5), May 18, 1939.

**Subd. IV.**

14.

Voters must authorize sale of real estate owned by city. Op. Atty. Gen. (59a-40), May 26, 1936.

City of Le Sueur is authorized to construct a municipal swimming pool and playground, and may issue bonds therefore in an unlimited amount so long as total bonded indebtedness does not exceed 10% of assessed valuation of property. Op. Atty. Gen. (59b-11), Apr. 27, 1938.

**Special Laws 1891, c. 46.**

Commission need not advertise for bids before purchasing a second hand machine for \$5000. Op. Atty. Gen., Mar. 1, 1934.

**Special Laws 1891, c. 48.**

(10).

Board of school district No. 8, Olmstead County, has all of the powers of the board of an independent school district, under §§2846, 2847, and may establish minimum wage scales in contract for buildings. Op. Atty. Gen. (159h-14), Dec. 3, 1935.

**Special Laws 1891, c. 50.**

1.

Amended by Laws 1931, c. 251.

19.

**Ely Municipal court act.**

Amended by Laws 1915, c. 66; Laws 1929, c. 134.

This act and not Mason's Stat. §237, governs the matter of salary of judge, and city council can reduce the salary during term. Op. Atty. Gen. (307i), Mar. 23, 1935.

**Special Laws 1891, c. 312.**

It is no part of official duties of city attorney of Duluth to act for board of education of city. *Lindquist v. A.*, 196M233, 265NW54. See Dun. Dig. 6586.

Board of education also has power to authorize employees to attend conventions, work of which will be helpful in performance of their duties, and purpose being a public one, and there being no suggestion of arbitrary or capricious action or bad faith, there is nothing for judicial consideration. Id.

The board of education has power to retain an attorney and pay him upon a continuing basis from month to month. Id. See Dun. Dig. 8675.

A salary schedule adopted by board of education of Duluth prior to enactment of the Teacher's Tenure Act does not determine the yearly salary to be paid its teachers after such act went into effect. The power of defendant to contract for the yearly salary of teachers is limited to the funds it is authorized to provide for conducting the schools for the same period. Teachers are charged with knowledge of extent of its power to contract. *Sutton v. B.*, 197M125, 266NW447. See Dun. Dig. 8672.

9.

School district may sell a school site and building on a credit basis, but it is recommended that sale be made on a contract for deed rather than the taking of a mortgage. Op. Atty. Gen. (622i-8), June 25, 1934.

School district desiring to sell school site need not call for bids but such course is advisable. Op. Atty. Gen. (622i-8), June 25, 1934.

School district created by this act may through its board of education sell a school site and building without vote of electors. Op. Atty. Gen. (622i-8), June 25, 1934.

13.

Laws 1921, c. 332, supersedes Mason's Stats., §3014, and applies to school district in city of Duluth created by special act. *Board of Education v. B.*, 192M367, 256NW 894. See Dun. Dig. 8669.

**Special Laws 1891, c. 361.**

Repealed Mar. 26, 1929, c. 89.

**Special Laws 1891, c. 423.**

Repealed Mar. 9, 1929, c. 69, §3.

**Laws 1893, c. 204.**

City of Ada may issue bonds to pay cost of constructing a hospital pursuant to Laws 1893, c. 204, notwithstanding limitations in home rule charter. Op. Atty. Gen. (36g), Dec. 24, 1936.

**Gen. Stats. 1894.**

§1045.

City of Luverne could enter into contract for purchase of diesel generating unit, to be paid for out of earnings of power plant only, without calling for bids. Op. Atty. Gen. (707a-4), Aug. 12, 1937.

§1064.

President of council of city of Marshall, in absence of mayor who is in distant hospital and unable to act, may call special meeting of council and appoint a police chief service commissioner to fill a vacancy, and may also vote on question of confirmation of such appointment. Op. Atty. Gen. (61a), May 14, 1938.

§1069.

There is no statute regarding depositaries which is applicable to the city of Marshall. Op. Atty. Gen., June 18, 1931.

Laws 1870, c. 31, and General Statutes 1894, §§1045 to 1195, under which city of Marshall was established were not repealed by the revision of 1905 and are still applicable to cities incorporated thereunder, except as modified by later enactment, and a city assessor may be appointed only for a term of one year. Op. Atty. Gen. (12a-3), Apr. 23, 1935.

**Laws 1895, c. 8.**

See annotations under §§1933-65 of Statutes.

Mayor and alderman of city of Melrose may not serve as members of water board, which it is their duty to appoint, but one a member of commission before election as member of council may hold both offices. Op. Atty. Gen., Sept. 21, 1932.

Mayor and alderman may not draw additional salary for services as members of water board. Op. Atty. Gen., Sept. 21, 1932.

**Laws 1895, c. 257.**

This act was not repealed by R. L. 1905, §781. Op. Atty. Gen., Oct. 6, 1931, Oct. 10, 1931.

Council in a village operating under Laws 1885, c. 145, may purchase a fire truck and a lot and a building to house it without a vote of electors, but cannot issue certificates of indebtedness without a vote of people, unless it brings itself within Laws 1895, c. 257. Op. Atty. Gen. (476a-4), Mar. 10, 1937.

This act has not been repealed, and therefore remains in effect. Id.

This act was not repealed by Revised Laws 1905, and villages operating under Laws 1885, c. 145, may purchase fire apparatus and issue certificates of indebtedness within limitations of this act. Op. Atty. Gen. (476b-7), Nov. 22, 1938.

**§207.**

Neither mayor nor alderman of city may draw extra compensation while serving on board of equalization of city. Op. Atty. Gen., Sept. 21, 1932.

**Laws 1901, c. 252.**

This act is repealed by Mason's Minn. Stats., §10978. Op. Atty. Gen., Apr. 27, 1933.

**Laws 1903, c. 165.**

This law is a complete independent legislative enactment, and is not controlled by any of the provisions of Special Laws 1887, c. 5, and the Mayor of Winona may remove any of the commissioners for misconduct, etc., after hearing, etc., and neither the city council nor the board of municipal works has any part in the proceedings. Op. Atty. Gen., May 4, 1931.

**16.**

Board of Municipal works of city of Winona may establish a separate classification as to water rates for golf clubs. Op. Atty. Gen. (59b-13), Nov. 18, 1938.

**Laws 1903, c. 247.**

Amended by Laws 1937, c. 251.

**Laws 1903, c. 289.**

Op. Atty. Gen., Apr. 28, 1932; note under Special Laws 1887, cc. 1, 8.

**7.**

Board of education of South St. Paul must accept the city recorder as the secretary thereof, and may not select one of its own choice. Op. Atty. Gen., Aug. 29, 1931.

**Laws 1903, c. 333.**

Fee provisions of Laws 1935, Sp. Sess., c. 72, apply to Ramsey County. Op. Atty. Gen. (144b-15), Feb. 3, 1935.

**Laws 1903, c. 382.**

As to villages organized and operating under Laws 1885, c. 145, provisions of laws 1901, c. 167 (§1918-35 et seq.), and Laws 1903, c. 382, are still in full force and effect. Op. Atty. Gen. (396g-7), May 21, 1937.

**§1.**

Tar surfacing of a number of unconnected streets may be had in one proceeding on initiation by village council without petition of property owners. Op. Atty. Gen. (396g-10), August 14, 1939.

**Revised Laws 1905,****1032-1034.**

Rep. June 21, 1937, Sp. Ses., c. 4, §2.

**Laws 1905, c. 5.**

Congressional townships in Red Lake Indian Reservation must be counted as other townships in determining whether or not Clear Water County comes within the provisions of this law. Op. Atty. Gen., Oct. 31, 1931.

**Laws 1905, c. 190.**

Repealed Apr. 17, 1935, c. 205, §2.

**Laws 1907, c. 50.**

Op. Atty. Gen., Apr. 28, 1932; note under Special Laws 1887, cc. 1, 8.

It is the duty of the city attorney of South St. Paul to represent the board of education unless the board retains another attorney for that purpose, this act not repealing charter provisions of the city, but merely providing an additional method whereby board of education may obtain legal services. Op. Atty. Gen. (779a-3), Nov. 28, 1934.

**Laws 1907, c. 130.**

Amended July 14, 1937, Sp. Ses., c. 27.

**Laws 1907, c. 139.**

Amended '37, c. 362.

**Laws 1907, c. 316.**

This act is still in force as to those townships not coming within classification set forth in §1089-1. Op. Atty. Gen., Mar. 8, 1933.

**Laws 1909, c. 356.**

Amended by Laws 1935, c. 378; Laws '37, c. 455.

**Laws 1909, c. 361.**

Amended, Laws 1913, c. 203; Laws 1915, c. 137; Laws 1917, c. 481, §10; Laws 1919, c. 304, §4; Laws 1921, c. 336, §4; Laws 1923, c. 307; Laws 1929, c. 317.

**Laws 1911, c. 80.**

Amended, Laws 1913, c. 190; Laws 1915, c. 83; Laws 1919, c. 304, §8; Laws 1921, c. 336, §9; Laws 1923, c. 307, §6; Laws 1927, c. 420, §5; Laws 1929, c. 306; Laws 1937, c. 157.

**Laws 1911, c. 148.**

Annual meeting having failed to fix salaries of school board members, such members may not be paid compensation in previous year but there may be special meeting for purpose of fixing salaries. Op. Atty. Gen., Sept. 12, 1933.

**Laws 1911, c. 280.**

The university has authority to lease for as many years as it desires the experimental station at Albert Lea established by Laws 1911, c. 280, §10, and placed under the supervision of the university by Laws 1925, c. 238, and sought to be retransferred to grantor by Laws 1933, c. 202, pending a legislative act naming a grantee which may receive a deed. Op. Atty. Gen. (618c-13), July 1, 1935.

**Laws 1911, c. 366.**

Amended Feb. 14, 1935, c. 11.

**Laws 1913, c. 58.**

Half of funds received by county must be used for school purposes. Op. Atty. Gen., Sept. 20, 1932.

**Laws 1913, c. 193.**

Amended, Laws 1921, c. 207; Laws 1929, c. 422, §1.

**Laws 1913, c. 235.**

This section repealed Laws 1913, c. 75. Op. Atty. Gen., June 18, 1931.

**Laws 1913, c. 318.**

Right of widow of a fireman service pensioner to a pension is determined by law in force at time of such pensioner's death, and where death occurred since Laws 1933, c. 177, became effective widow is not entitled to such pension unless she resided with pensioner at time of his death. State v. Minneapolis Fire Department Relief Ass'n, 285N.W.479. See Dun, Dig. 6605a.

**Laws 1913, c. 348.**

State executive council has power to petition for vacation of city street for extension of capitol grounds. Op. Atty. Gen., Mar. 8, 1933.

**Laws 1913, c. 424.**

Amended by Laws 1937, c. 273.

**Laws 1913, c. 527.**

Minnesota Historical Society is liable under Workmen's Compensation Act for injuries to its employees but is not liable to visitors injured while on the premises. Op. Atty. Gen. (523g-17), May 2, 1934.

**Gen. Stats. 1913.**

Amended, Laws 1915, c. 133; Laws 1917, c. 474; Laws 1919, c. 304; Laws 1921, c. 336; Laws 1923, c. 307; Laws 1927, c. 420; Laws 1929, c. 305; Laws 1937, c. 210.

**§§874, 875.**

Amended, Laws 1915, c. 135; Laws 1917, c. 472; Laws 1919, c. 304, §2; Laws 1921, c. 336, §2; Laws 1923, c. 307, §2; Laws 1925, c. 372; Laws 1927, c. 420, §2; Laws 1929, c. 338.

**§§2262-2264.**

Rep. June 21, 1937, Sp. Ses., c. 4, §2.

**§3191.**

G. S. 1913, §3191, seems to be superseded by Mason's St. Supp. 1938, §3200-28, or at least latter is given effect

of former in State v. Sobelman, 199M232, 271NW484. [Editorial.]

This section is still in force and effect. Op. Atty. Gen. (218J), June 2, 1939.

**Laws 1915, c. 23.**

Repealed by Act Jan. 6, 1934, Ex. Ses., c. 46, §33. Laws 1933, c. 115, §§3200-1 to 3200-4, repeals all local and county option laws then in effect. Op. Atty. Gen., Dec. 8, 1933.

**Laws 1915, c. 119.**

Amended Feb. 14, 1935, c. 11.

**Laws 1915, c. 133.**

Amended by Laws 1937, c. 210.

**Laws 1915, c. 142.**

Repealed Apr. 24, 1935, c. 283, §2.

1.

Amended, Laws 1917, c. 434, §1; Laws 1919, c. 304, §6; Laws 1921, c. 336, §6; Laws 1923, c. 307, §4; Laws 1929, c. 391.

**Laws 1915, c. 143.**

Minnesota Historical Society is liable under Workmen's Compensation Act for injuries to its employees but is not liable to visitors injured while on the premises. Op. Atty. Gen. (523g-17), May 2, 1934.

**Laws 1917, c. 187.**

Money necessary to pay old age pensions should be levied by county board rather than poor and hospital commission. Op. Atty. Gen., Oct. 8, 1932.

4.

Under this section as amended by Laws 1931, c. 60, adoption of resolution by board of poor commissioners constitutes levy on taxable property in county for purpose of constructing an addition to hospital without submission to voters. Op. Atty. Gen., Feb. 14, 1934.

**Laws 1917, c. 263.**

3, 7.

Amended by Laws 1921, c. 285; Laws 1923, c. 262; Laws 1925, c. 90; Laws 1929, c. 242.

**Laws 1917, c. 312.**

3.

Neither sheriff nor his deputies are entitled to compensation for serving papers for juvenile court, but are entitled to reimbursement for expenses. Op. Atty. Gen. Nov. 24, 1933.

**Laws 1917, c. 407.**

1.

Municipal court of Minneapolis had jurisdiction of unlawful detainer action whether title to real estate was involved or not. Cook v. L., 191M6, 252NW649.

**Laws 1917, c. 434.**

Repealed Apr. 24, 1935, c. 283, §2.

**Laws 1919, c. 23.**

Amended by Laws 1933, c. 46.

**Laws 1919, c. 66.**

Amended, Apr. 20, 1939, c. 318.

**Laws 1919, c. 101.**

Repealed by Act Feb. 14, 1933, c. 21. Increase in population in Stearns County to 62,000 automatically removed county from classification under this act, and salaries of county commissioners are governed by Mason's Stat. 1927, §656. Op. Atty. Gen., Aug. 2, 1932.

**Laws 1919, c. 224.**

Repealed Apr. 15, 1933, c. 284, §16.

**Laws 1919, c. 252.**

Minneapolis Home Rule Charter, c. 15, conferring certain powers upon board of estimate and taxation, does not deprive board of education of power to levy taxes. State v. Erickson, 190M216, 251NW519. See Dun. Dig. 8662, n. 40, 8669.

**Laws 1919, c. 267.**

3.

Amended by Laws 1931, c. 261, and prior appropriations validated.

**Laws 1919, c. 271.**

Common school district with more than 10 townships is not limited to 30 mills levy for school maintenance, but is limited to 8 mills rate for building and equipment. Op. Atty. Gen. (519m), Oct. 10, 1935.

Application of 10 mills tax provided for in Laws 1910, c. 271, was not affected in any way by Laws 1935, c. 289, §1. Id.

Proceeds of 10 mills tax are not to be considered in arriving at special state aid, provided for in Laws 1935, c. 288. Id.

**Laws 1919, c. 293.**

Amended Jan. 18, 1936, Sp. Ses. 1935-36, c. 37.

**Laws 1919, c. 294.**

1.

Amended by Laws 1929, c. 205. Amended. Mar. 28, 1939, c. 97.

**Laws 1919, c. 304.**

Repealed Apr. 24, 1935, c. 283, §2.

**Laws 1919, c. 331.**

1.

Amended by Laws 1929, c. 128.

**Laws 1919, c. 463.**

12(13).

Amended by Laws 1931, c. 292.

**Laws 1919, c. 523.**

§2.

Right of widow of a fireman service pensioner to a pension is determined by law in force at time of such pensioner's death, and where death occurred since Laws 1933, c. 177, became effective widow is not entitled to such pension unless she resided with pensioner at time of his death. State v. Minneapolis Fire Department Relief Ass'n, 285NW479. See Dun. Dig. 6605a.

**Special Laws 1919, c. 38.**

Repealed. Apr. 22, 1939, c. 406, §4.

**Laws 1921, c. 133.**

8.

Amended by Laws 1937, c. 257.

10.

Amended, Laws 1923, c. 419; Laws 1927, c. 134; Laws 1929, c. 187.

12.

Amended by Laws 1937, c. 292.

14.

Amended, Laws 1923, c. 419, §14; Laws 1925, c. 398, §2; Laws 1929, c. 359; Laws 1937, c. 290.

**Laws 1921, c. 202.**

Amended, Laws 1929, c. 376.

**Laws 1921, c. 216.**

Right of widow of a fireman service pensioner to a pension is determined by law in force at time of such pensioner's death, and where death occurred since Laws 1933, c. 177, became effective widow is not entitled to such pension unless she resided with pensioner at time of his death. State v. Minneapolis Fire Department Relief Ass'n, 285NW479. See Dun. Dig. 6605a.

**Laws 1921, c. 265.**

Due to reduction in assessed valuation, Fillmore County does not come within this act as regards clerk hire in office of register of deeds. Op. Atty. Gen., May 16, 1933.

**Laws 1921, c. 292.**

This act is constitutional. State v. Brown, 189M257, 248NW822.

Special school district No. 26 of Hastings may levy tax up to 35 mills. Id.

This act is not unconstitutional as a modification of Special Laws 1866, c. 29, as amended by Special Laws 1889, c. 132, but is rather a repeal of part of the special law. State v. Brown, 189M857, 249NW569.

**Laws 1921, c. 323.**

This act did not repeal Special Laws 1855, c. 175, requiring Mower County to build and maintain all bridges therein. State v. County of Mower, 185M390, 241NW60.

This act repealed Laws 1913, c. 75. Op. Atty. Gen., June 18, 1931.

**Laws 1921, c. 336.**

Repealed Apr. 24, 1935, c. 283, §2.

**Laws 1921, c. 351.**

1.

Amended by Laws 1937, c. 11.

**Laws 1921, c. 357.**

1.

Amended by Laws 1937, c. 6.

**Laws 1921, c. 362.**

That part of the act which provides that municipal court of city of St. Paul shall have exclusive jurisdiction of misdemeanors and conduct preliminary examinations in criminal cases in Ramsey county is unconstitutional as local or special legislation. State v. Gibbons, 202M 421, 278NW578. See Dun. Dig. 5270.

1.

Amended by Laws 1929, c. 423, §1.

**Laws 1921, c. 437.**

Repealed. 1939, c. 99, §20.

Amended by Laws 1933, c. 284; Laws 1937, c. 193; Laws 1937, c. 491.

In event there is not room in court house for office of county attorney, county board is prohibited from pay-

APPENDIX NO. 2—SESSION LAWS

ing any office rent for him elsewhere. Op. Atty. Gen., May 1, 1933.

3. Repealed by Laws 1929, c. 384, §2.

Laws 1921, c. 460.

5. Amended by Laws 1923, c. 351; Laws 1929, c. 385.

Laws 1921, c. 462.

Where a town has duly levied its tax for local purposes and listed and assessed personal property therein taxable on first of May in any year, a city thereafter organized so as to include part of such town may not levy a tax for city purposes on any of personal property so assessed and taxed for same year. *State v. Republic Steel Corp.*, 199M107, 271NW119. See Dun. Dig. 9649.

Laws 1921, c. 470.

1. Amended by Laws 1937, c. 289.

Laws 1921, c. 492.

County board of St. Louis County had authority to employ expert technical assistance in analyzing and classifying the duties of county employees, with a view to standardization of duties and of compensation. Op. Atty. Gen., Sept. 12, 1931.

14. Amended. Laws 1933, c. 370.

18. Amended by Laws 1929, c. 243.

Laws 1921, c. 503.

City may improve shores of lake lying partially or wholly within corporate limits, and may acquire easement outside city to turn waters of irrigation or drainage system into lake, and creation of state park of part of city lying on lake does not change boundary of city so as to prevent improvements. Op. Atty. Gen. (330c-5). Nov. 26, 1934.

Laws 1921, c. 525.

§§ 3, 4, 5, 7, amended by Laws 1929, c. 346.

Laws 1923, c. 99.

County board of St. Louis County had authority to employ expert technical assistance in analyzing and classifying the duties of county employees, with a view to standardization of duties and of compensation. Op. Atty. Gen., Sept. 12, 1931.

Laws 1923, c. 120.

The county board has power to lay out a road authorized by act, although it is wholly within a township. *County of Becker v. S.*, 186M401, 243NW433. See Dun. Dig. 8476.

In so far as act relates to highways to be established connecting public roads with navigable streams, is not unconstitutional as special legislation. *County of Becker v. S.*, 186M401, 243NW433. See Dun. Dig. 1691.

Offer by private individuals to defray cost of right of way and construction did not vitiate, although it may have influenced, action of county board in establishing highway. *County of Becker v. S.*, 186M401, 243NW433. See Dun. Dig. 8476.

Laws 1923, c. 238.

20. Amended by Laws 1929, c. 241, §1.

47. Amended by Laws 1937, c. 143.

48. Amended by Laws 1929, c. 241, §2.

52. Amended by Act Feb. 28, 1929, c. 45, effective May 1, 1929.

Laws 1923, c. 307.

Repealed Apr. 24, 1935, c. 283, §2.

Laws 1923, c. 419.

6. Amended by Laws 1927, c. 125, §1; Laws 1929, c. 152; Laws 1937, c. 247; Laws 1937, Sp. Ses., c. 69.

16. Amended by Laws 1925, c. 398, §3; Laws 1929, c. 301; Laws 1937, c. 275.

Laws 1925, c. 7.

Repealed by Act Feb. 9, 1933, c. 16, §4.

Laws 1925, c. 85.

7. Amended Feb. 28, 1929, c. 45, effective May 1, 1929.

Laws 1925, c. 91.

Repealed. 1939, c. 99, §20.

2. Amended by Laws 1929, c. 161; Laws 1933, c. 432; Laws 1937, c. 230.

3. Amended by Laws 1937, c. 230.

4. Amended Laws 1933, c. 432; Laws 1937, Sp. Ses., c. 54,

§2.

In event there is not room in court house for office of county attorney, county board is prohibited from paying any office rent for him elsewhere. Op. Atty. Gen., May 1, 1933.

6. Amended Laws 1933, c. 432; Laws 1937, c. 230.

8. Amended by Laws 1929, c. 161; Laws 1937, c. 230; Laws 1937, Sp. Ses., c. 54, §1.

9. Amended Laws 1933, c. 432.

11. Amended Laws 1933, c. 432; Laws 1937, c. 230.

Superintendent of schools of Morrison County was not authorized to appoint an assistant, and county board cannot determine a salary for an assistant. Op. Atty. Gen., May 1, 1933.

12. Amended by Laws 1937, c. 230.

13. Amended by Laws 1929, c. 161.

14. As amended Laws 1937, c. 230; Laws 1937, Sp. Ses., c. 54, §3.

15. Amended by Laws 1929, c. 161. Amended by Laws 1933, c. 432.

16. Laws 1933, c. 432, adds §16.

Probate judge is neither required to nor authorized to make charge for acknowledgments when they relate and pertain to his office as such, but if charge is made, fee should be turned into county. Op. Atty. Gen., June 22, 1933.

Probate judge performing marriage ceremonies is not required to turn over fee to county. Id.

Laws 1925, c. 143.

Members of county board furnishing their own conveyances are entitled to mileage for investigations and for appearing at hearings in connection with investigation of mothers' pensions, but this is limited by Laws 1931, c. 331, as amended by Laws 1933, c. 13 (254-47), 254-48). Op. Atty. Gen., Mar. 27, 1934.

Laws 1925, c. 181.

Repealed as to probate judge by '37, c. 217.

Laws 1925, c. 238.

The university has authority to lease for as many years as it desires the experimental station at Albert Lea established by Laws 1911, c. 280, §10, and placed under the supervision of the university by Laws 1925, c. 238, and sought to be retransferred to grantor by Laws 1933, c. 202, pending a legislative act naming a grantee which may receive a deed. Op. Atty. Gen. (618c-13), July 1, 1935.

Laws 1925, c. 259.

3. Amended by Laws 1929, c. 194.

Laws 1925, c. 370.

Repealed by Laws 1929, c. 317, §5; and Laws 1931, c. 258, §5.

Laws 1927, c. 17.

§§ 4, 6, 7, 14, 15, 18, 19.

Amended July 15, 1937, Sp. Ses., c. 67.

Laws 1927, c. 33.

Member of library board may not appoint himself as librarian. Op. Atty. Gen., Jan. 10, 1934.

Laws 1927, c. 105.

1. Amended by Laws 1929, c. 377.

Laws 1927, c. 119.

Where owner of business property fails to pay taxes for eight years or more, city has no remedy to compel payment of the taxes or prevent the owner from using the property, but may attach rents, if any part of the property is rented. Op. Atty. Gen., Dec. 23, 1931.

Laws 1927, c. 207.

Under this act deputy register of deeds, being on fixed salary, is not entitled to extra compensation for overtime work necessitated by an emergency. Op. Atty. Gen., Jan. 16, 1934.

Laws 1927, c. 225.

Amended by Laws 1933, c. 284.

Laws 1927, c. 317.

2. Amended by Laws 1929, c. 423, §2.

Laws 1927, c. 374.

County treasurer is not limited to one-twelfth per month of his allotted clerk hire so long as he does not exceed total amount apportioned for clerk hire during year. Op. Atty. Gen., Jan. 4, 1934.

**Laws 1927, c. 418.**

Bonds discharged. Act Mar. 9, 1929, c. 49.

**Laws 1927, c. 420.**2.  
Amended by Laws 1929, c. 338.4.  
Amended by Laws 1929, c. 339.**Laws 1929, c. 4.**§§1-3.  
Amended by Laws 1937, c. 144.**Laws 1929, c. 20.**Repealed. 1939, c. 99, §20.  
Amended by Laws 1933, c. 432.**Laws 1929, c. 37.**

Amended by Laws 1931, c. 254.

The commission system is not applicable to Ramsey county and city of North St. Paul is legally obliged to pay county of Ramsey any amount expended by it for old age pensions to residents of such city. Op. Atty. Gen., June 4, 1933.

**Laws 1929, c. 38.**

Act continuing Bank Tax Commission and appropriating money therefor. Laws 1931, c. 275.

**Laws 1929, c. 69.**

Act does not affect right of clerk of court to receive and retain the per diem allowed for services on board of audit. Op. Atty. Gen., May 23, 1929.

1.  
Amended by Laws 1933, c. 143.**Laws 1929, c. 83.**

Amended by Laws 1933, c. 178.

**Laws 1929, c. 107.**Amended by Laws 1929, c. 307.  
Amended by Laws 1931, c. 28.**Laws 1929, c. 116.**

The evidence supports the finding that money paid to the city of St. Paul by Ramsey County was an advancement, and not an outright payment of part of the cost of a street improvement. Ballard Storage & Transfer Co., 182M183, 233NW861. See Dun. Dig. 2242(27).

**Laws 1929, c. 122.**

State cannot reimburse county out of trunk highway fund amount expended for right of way for new road built by county and later designated and taken over by state as trunk highway. State v. Babcock, 186M132, 242NW474.

**Laws 1929, c. 127.**1.  
Amended by Laws 1931, c. 194.  
Amended Apr. 15, 1933, c. 285.  
Amended by Laws 1935, c. 374.**Laws 1929, c. 133.**

Laws 1931, cc. 35, 279, do not repeal Laws 1929, c. 133, so as to prevent vote to reimburse town treasurer at special town meeting. Op. Atty. Gen., July 8, 1932.

**Laws 1929, c. 147.**1.  
Amended by Laws 1931, c. 110.**Laws 1929, c. 161.**

Repealed. 1939, c. 99, §20.  
Amended by Laws 1933, c. 432.  
In event there is not room in court house for office of county attorney, county board is prohibited from paying any office rent for him elsewhere. Op. Atty. Gen., May 1, 1933.

**Laws 1929, c. 178.**

Amended by Laws 1933, c. 292.

**Laws 1929, c. 187.**10.  
Amended by Laws 1937, c. 291.**Laws 1929, c. 205.**§1.  
Amended. Mar. 23, 1939, c. 97.**Laws 1929, c. 253.**§, 22, 24.  
Amended by Laws 1931, c. 13.**Laws 1929, c. 284.**

Safety isles on University Avenue in St. Paul constitute an integral part of the street itself, and the county may lawfully expend funds to assist in rearranging and remodeling them. Op. Atty. Gen., Feb. 26, 1931.

**Laws 1929, c. 305.**

Amended by Laws 1937, c. 210.

**Laws 1929, c. 307.**

Amended by Laws 1931, c. 28.

**Laws 1929, c. 309.**1.  
Amended by Laws 1931, c. 61.  
Amended by Laws 1931, c. 79.2.  
Amended by Laws 1931, c. 61.  
Amended by Laws 1931, c. 79, §2.  
Amended by Laws 1931, c. 106.3.  
Amended by Laws 1931, c. 61.  
Amended by Laws 1931, c. 79.**Laws 1929, c. 365.**

The classification of counties by chapter 365, Laws 1929, is sufficiently germane to the object of the act to sustain its constitutionality. *Tousley v. H.*, 182M447, 234NW673. See Dun. Dig. 8920.

Authorizes a county to expend its funds for construction and improvement of roads within a city of fourth class lying outside county, where such roads connect with street in city of first class within county. *Tousley v. H.*, 182M447, 234NW673. See Dun. Dig. 8476.

**Laws 1929, c. 371.**

Ramsey county which operates under county system has no valid claim against village for old age pensions paid. Op. Atty. Gen., Apr. 19, 1933.

3.  
Amended Jan. 18, 1936, Sp. Ses., c. 62, §1.4.  
Amended Jan. 24, 1936, Sp. Ses., c. 90, §1.6.  
Amended Jan. 24, 1936, Sp. Ses., c. 90, §2.**Laws 1929, c. 376.**

180M246, 230NW637.

**Laws 1929, c. 378.**

As against fee owner of real property, in possession thereof at time of its enactment, chapter 378, Laws 1929, purporting to validate a prior void foreclosure sale of property, is unconstitutional. *Fuller v. M.*, 187M447, 245NW617. See Dun. Dig. 1651.

**Laws 1929, c. 384.**

Repealed Apr. 15, 1933, c. 284, §19.

**Laws 1929, c. 391.**

Repealed Apr. 24, 1935, c. 283, §2.

**Laws 1929, c. 394.**

This act is violative of Const. art. 16, §2. 181M409, 232NW718. See Dun. Dig. 8452.

**Laws 1931, c. 33.**

Repealed Mar. 29, 1935, c. 72, §196 (§§992-196.)

**Laws 1931, c. 76.**

Laws 1933, c. 401, reappropriates unexpended balance of appropriation.

**Laws 1931, c. 87.**

This act is unconstitutional as special and local legislation. *State v. County of Mower*, 185M390, 241NW60. See Dun. Dig. 1692.

**Laws 1931, c. 89.**

Amended, Laws 1933, c. 106.

**Laws 1931, c. 102.**4.  
Section does not authorize county board to incur expense in anticipation of taxes to be collected by reason of levy made thereunder by county board. Op. Atty. Gen., Mar. 29, 1932.**Laws 1931, c. 103.**

Op. Atty. Gen., July 11, 1931; note under §337.

**Laws 1931, c. 115.**8.  
Appropriation could not be used for purchase of 34 acres of land. Op. Atty. Gen., Mar. 18, 1933.20.  
Appropriation for new cell block is still available, and cannot be used for any other purpose. Op. Atty. Gen. (88a-2), Mar. 31, 1938.**Laws 1931, c. 136.**1.  
It is not necessary for county board to fix salary at each annual meeting. Op. Atty. Gen., Jan. 6, 1933.**Laws 1931, c. 168.**

State cannot reimburse county out of trunk highway fund amount expended for right of way for new road built by county and later designated and taken over by state as trunk highway. *State v. Babcock*, 186M132, 242NW474.

Counties may not be reimbursed for the cost of acquiring rights-of-way, except where additional land is acquired as incidental and essential to the particular permanent improvement for which reimbursement is claimed. Op. Atty. Gen., June 11, 1931.

**Laws 1931, c. 102.**

Amended by Laws 1933, c. 284.

**Laws 1931, c. 194.**

Amended by Laws 1933, c. 285.

1.

Amended by Laws 1935, c. 374.

**Laws 1931, c. 237.**

1(36).

Signing power of attorney to foreclose mortgage in individual name, without adding "as administratrix of estate" was cured by Laws 1931, c. 237, §1, and Laws 1933, c. 437, §1. *Baker v. R.*, 199M148, 271NW241. See *Dun. Dig.* 6307.

**Laws 1931, c. 259.**

Repealed Mar. 29, 1935, c. 72, §196 (§8992-196.)

**Laws 1931, c. 297.**

Title and §1 amended by Laws 1933, c. 398.

**Laws 1931, c. 306.**

7.

Appropriation of license moneys to defray expenses for issuing motor vehicle licenses and collecting the moneys therefor, does not contravene Const. art. 16, §3. *State v. King*, 184M250, 238NW334. See *Dun. Dig.* 9576d.

The purpose of this section is sufficiently indicated in the title of the act. *State v. King*, 184M250, 238NW334. See *Dun. Dig.* 8920.

7 (4).

This item appropriating \$400,000 for the year 1931 and \$420,000 for the year 1932, from the receipts of the state tax on motor vehicles, is unconstitutional. *Op. Atty. Gen.*, June 29, 1931.

8.

Laws 1933, c. 109, makes transfer of unexpended appropriations in items 3, 4 and 5.

**Laws 1931, c. 336.**

Laws 1933, c. 401, reappropriates unexpended balance of appropriation.

**Laws 1931, c. 391.**

10.

Amended Jan. 15, 1936, Sp. Ses., c. 32.

**Laws 1931, c. 395.**

Act Feb. 17, 1933, c. 31, continues unexpended part of appropriation.

**Laws 1931, c. 405.**

4.

Appropriation. Laws 1937, c. 228.

9.

Amended Apr. 15, 1935, c. 193.

10.

Repealed Apr. 17, 1935, c. 204.

**Laws 1931, c. 408.**

10.

This section makes an appropriation of \$3,500 for use during the "fiscal year ending June 30, 1932." but in view of Mason's Stat., §124, any unused portion of the appropriation will not be cancelled until June 30, 1933. *Op. Atty. Gen.*, Aug. 8, 1931.

**Laws 1931, c. 415.**

Laws 1933, c. 299, makes an appropriation.

**Laws 1931, c. 420.**

This proposed amendment is not multifarious. *Winget v. H.*, 187M78, 244NW331.

**Laws 1933, c. 16.**

Amended by Laws 1937, c. 69.

**Laws 1933, c. 38.**

For annotations, see §2088 of Statutes, ante, herein.

This act does not operate to extend date upon which sheriff must make his return under §2090. *Op. Atty. Gen.*, May 15, 1933.

**Laws 1933, c. 43.**

Amended by Laws 1933, cc. 131, 338.

**Laws 1933, c. 72.**

4.

Certificates of indebtedness may be made payable any time prior to Dec. 31 of year succeeding year in which tax levy certified by county auditor was made. *Op. Atty. Gen.*, Oct. 18, 1933.

**Laws 1933, c. 76.**

Amended by Laws 1937, c. 70.

§§3, 4.

Amended by Laws 1937, c. 278.

**Laws 1933, c. 96.**

3-1 added Feb. 27, 1935, c. 23.

Amended Jan. 15, 1936, Sp. Ses. 1935-36, c. 27.

**Laws 1933, c. 99.**

Village of Bayport cannot lease lands to U. S. Department of Agriculture without legislative action, nor may it be deeded back to the state for that purpose without such action. *Op. Atty. Gen.* (89a), April 5, 1939.

§2.

Amended. Laws 1939, c. 282.

**Laws 1933, c. 115.**

Repealed Jan. 6, 1934, Ex. Ses., c. 46, §38.

**Laws 1933, c. 131.**

Amended by Laws 1933, c. 338.

**Laws 1933, c. 156.**

Law applies to levies for state loan bonds and interest. *Op. Atty. Gen.*, July 17, 1933.

**Laws 1933, c. 159.**

Repealed and re-enacted, Ex. Ses., Dec. 27, 1933, c. 28, §3.

**Laws 1933, c. 162.**

12.

Amended Ex. Ses., Dec. 28, 1933, c. 29.

**Laws 1933, c. 166.**

6, 11.

Amended. Apr. 15, 1939, c. 274.

12.

Probate judge is obligated to account to county for fees received for taking acknowledgments only where such services are part of duties with respect to matters pending before him. *Op. Atty. Gen.*, July 24, 1933.

13.

Amended. Apr. 15, 1939, c. 274.

**Laws 1933, c. 183.**

This chapter governs compensation of county commissioners in counties to which it applies, regardless of when they took office. *Op. Atty. Gen.*, May 6, 1933.

**Laws 1933, c. 202.**

Repealed Jan. 13, 1936, c. 11, §3.

The university has authority to lease for as many years as it desires the experimental station at Albert Lea established by Laws 1911, c. 280, §10, and placed under the supervision of the university by Laws 1925, c. 233, and sought to be retransferred to grantor by Laws 1933, c. 202, pending a legislative act naming a grantee which may receive a deed. *Op. Atty. Gen.* (618c-13), July 1, 1935.

**Laws 1933, c. 212.**

2.

Salary of county commissioners took effect May 1, but county commissioners cannot fix salaries and clerk hire of all county officers until its first annual meeting after that date. *Op. Atty. Gen.*, May 9, 1933.

**Laws 1933, c. 214.**

1.

Special county bond election could be held on same day as election held pursuant to this act. *Op. Atty. Gen.*, July 28, 1933.

Legislature intended that no election of any kind should be held on Sept. 12, other than special election provided in act. *Op. Atty. Gen.*, Sept. 7, 1933.

5.

Member of legislature may not be delegate to convention to ratify or revoke Eighteenth Amendment. *Op. Atty. Gen.*, May 5, 1933.

Words "and shall transmit at that time all petitions an acceptances," are meaningless and should be disregarded. *Op. Atty. Gen.*, May 19, 1933.

Last day for filing petitions is July 14, 1933. *Id.*

8.

Legislature intended that laws governing general elections of state officers should apply with reference to appointment of canvassing board in connection with special election. *Op. Atty. Gen.*, Sept. 12, 1933.

**Laws 1933, c. 281.**

Repealed, Laws 1937, c. 91.

**Laws 1933, c. 284.**

Compensation and fees paid to sheriff under §2164-12 for investigation of unoccupied lands and service of notices of expiration of redemption, are not subject to provision requiring 22% to be returned to general revenue fund. *Op. Atty. Gen.* (425b-5), Sept. 28, 1935.

**Laws 1933, c. 285.**

1.

Amended by Laws 1935, c. 374.

**Laws 1933, c. 290.**

Wabasha county having outstanding warrants of \$22,000 against its revenue fund and an assessed valuation of \$10,000,000 may refund such outstanding warrants. *Op. Atty. Gen.*, June 10, 1933.

**Laws 1933, c. 342.**

Board of control cannot increase prices of farm machinery above maximum prices authorized by statutes even to conform to National Recovery Administration. Op. Atty. Gen., Aug. 25, 1933.

Under NRA Code prison farm machinery may be sold outside of state in excess of prices fixed by Laws 1933, c. 342, for sales under state. Op. Atty. Gen., Feb. 10, 1934.

**Laws 1933, c. 390.**

2. Amended Jan. 5, 1934, Ex. Ses., c. 40.

**Laws 1933, c. 405.**

46. Repealed. Mar. 10, 1939, c. 59, §1. Eff. June 1, 1939.

**Laws 1933, c. 413.**

19(0) (d). Attorney general is entitled to reimbursement from oil inspection division for costs and disbursements and other expenses incurred in connection with delinquent gas tax cases certified by oil inspection division from moneys made available by this subdivision. Op. Atty. Gen. (324q), Feb. 8, 1935.

26. Legislature intended that part of appropriation to tax commission should be used in connection with investigations preliminary to making of reassessments. Op. Atty. Gen., July 27, 1933.

29(133). Entire appropriation is available for use during current fiscal year. Op. Atty. Gen., Mar. 15, 1934.

32. Diversion of funds. Op. Atty. Gen., Sept. 27, 1933.

34. Section authorizes lieutenant governor to expend balances accumulated over period of years in his contingent fund. Op. Atty. Gen., May 18, 1933.

36. Executive council may negotiate loan from banks where necessary to meet current demands upon revenue funds for payment of appropriations. Op. Atty. Gen., Sept. 18, 1933.

37. Payments to retirement fund by regular state employees shall be based upon their regular salary schedule without considering emergency reduction in salaries. Op. Atty. Gen., May 11, 1933.

Salary reduction does not apply to salaries of \$1,200 or less. Op. Atty. Gen., May 23, 1933.

A department head has large discretion as to salary reductions in his department. Id.

Reduction is applicable to entire salary and not excess of \$1,200. Op. Atty. Gen., May 23, 1933.

Heads of departments to which no appropriations are made are to effect reductions of proximately the same amount as reductions made by heads of other departments. Id.

This act does not affect the per diem compensation of members of board where total thereof for year is less than \$1,200. Op. Atty. Gen., June 28, 1933.

Reduction in salaries of officers and employees of Board of Examiners in Osteopathy, Board of Electricity, Board of Chiropractic Examiners, Board of Dental Examiners, Board of Hairdressing and Beauty Culture Examiners, and Board of Examiners in Basic Sciences, discussed. Op. Atty. Gen., June 29, 1933.

Salary of secretary of barber board must be reduced in a proximate percentage as reductions made by heads of departments. Id.

**Laws 1933, c. 426.**

6(3a). Disbursements from appropriation may be made for premium on workmen's compensation insurance. Op. Atty. Gen., Mar. 15, 1934.

6(5). Subsection does not arbitrarily limit payment of appropriation for boys' and girls' club work to only those county fair associations that hold regular annual fairs. Op. Atty. Gen., June 16, 1933.

6(8). Poultry association shows may be held jointly. Op. Atty. Gen., Oct. 27, 1933.

**Laws 1933, c. 427.**

60. Appropriation to industrial commission for compensation to Gust Smith may not be assigned by Smith. Op. Atty. Gen., May 4, 1933.

**Laws 1933, c. 432.**

Repealed. 1939, c. 99, §20. County commissioners are not entitled to extra compensation either by way of per diem or for mileage while engaged in federal government relief measure, but are entitled to compensation for services performed in carrying out old age pension law. Op. Atty. Gen. (335c-1), Apr. 5, 1934.

3. In event there is not room in court house for office of county attorney, county board is prohibited from paying

any office rent for him elsewhere. Op. Atty. Gen., May 1, 1933.

County attorney is not entitled to a clerk in absence of specific authorization. Id.

**Laws 1933, c. 435.**

Appropriation of \$2,211.75 for repairs of St. Cloud State Teachers' College held intended to be used in satisfying claim against state for work already done. Op. Atty. Gen., July 24, 1933.

6. Money appropriated for purchase of additional lands to enlarge campus of teachers' college cannot be used for any other purpose. Op. Atty. Gen., June 2, 1933.

6(3) (b, c). Amended Jan. 9, 1934, Ex. Ses., c. 81.

6(5) (c). Amended Dec. 31, 1933, Ex. Ses., c. 38.

7. State department of education has authority to lend money for living expenses to selected individual person eligible for re-education and to charge interest thereon. Op. Atty. Gen., July 7, 1933.

**Laws 1933, c. 437.**

1(36). Signing power of attorney to foreclose mortgage in individual name, without adding "as administratrix of estate" was cured by Laws 1931, c. 237, §1, and Laws 1933, c. 437, §1. Baker v. R., 199M148, 271NW241. See Dun. Dig. 6307.

**Laws 1933, Ex. Ses., c. 32.**

Expenses of investigating sale of stock of Northwest Bank Corporation and First Bank Stock Corporation were payable out of appropriation, though services were rendered prior to passage of this act. Op. Atty. Gen., Jan. 4, 1934.

**Laws 1933, Ex. Sess., c. 34.**

Amended. Laws 1939, c. 412. Sanatorium may not be used to accommodate afflicted Indians from other states. Op. Atty. Gen. (240s), Feb. 22, 1939.

**Laws 1933, Ex. Ses., c. 67.**

2. This section is constitutional. Op. Atty. Gen., Dec. 21, 1933.

**Laws 1933, Ex. Ses., c. 68.**

Act Jan. 9, 1934, Ex. Ses., c. 68, authorizes reappraisal of timber on certain land.

**Laws 1933, Ex. Ses., c. 75.**

Repealed Feb. 8, 1935, c. 9, §6.

**Laws 1935, c. 35.**

Amended. Feb. 3, 1939, c. 6.

1. Amended by Laws 1937, c. 9.

**Laws 1935, c. 38.**

1. Invoices for postage, printing of returns and other general expenses may not be paid out of this appropriation. Op. Atty. Gen. (531m), Mar. 9, 1935.

**Laws 1935, c. 50.**

1. If this act is unconstitutional in any respect, such unconstitutionality cannot successfully be suggested by destitute farmers obtaining loan. Op. Atty. Gen. (86a-44), Mar. 13, 1935.

Provisions of pure seed grain statute (§3957-1 to §3957-11) have no application to purchase and sale by county board under this act. Op. Atty. Gen. (833f), Mar. 30, 1935.

Whether county board may employ help to administer seed loan act is a question of fact based on necessity. Op. Atty. Gen. (833d), Apr. 6, 1935.

Granting of seed loans constitutes official proceedings which must be published. Op. Atty. Gen. (833i), May 8, 1935.

3. Members of town boards are not entitled to additional compensation for administration of seed loan act, but expenses necessarily incurred are allowable. Op. Atty. Gen. (833k), Apr. 6, 1935.

4. Lien taken will have precedence over prior chattel mortgages and other liens of record. Op. Atty. Gen. (833c), Mar. 20, 1935.

Form provided for release of seed grain notes running to county. Op. Atty. Gen. (833d), July 27, 1935.

State seed loan lien takes preference over thresher man's lien. Op. Atty. Gen. (833c), Aug. 26, 1935.

5. Amended Jan. 27, 1936, Sp. Ses. 1935-36, c. 107. Acceptance of payment in labor or services is optional with county. Op. Atty. Gen. (833d), Mar. 25, 1935.

County board may require that seed shall be paid for in cash only. Op. Atty. Gen. (833a), Mar. 30, 1935.

Bonds may be issued without an election. Op. Atty. Gen. (833j), Apr. 6, 1935.

Payment in kind, bushel and a half for a bushel is payment in full, but interest and transportation must be included if such payment is sufficient to cover it. Op. Atty. Gen. (833d), July 29, 1935.

County board may accept payments for seed grain a bushel and a half for a bushel, but is not authorized to waive payment in case of crop failure. Op. Atty. Gen. (833d), Aug. 3, 1935.

Payment in kind means payment in grain of same kind and quality. Op. Atty. Gen. (833d), Aug. 15, 1935.

6. This act is constitutional. Op. Atty. Gen. (833d), Mar. 29, 1935.

Petition for prepayment of bonds is permissible. Op. Atty. Gen. (833j), Apr. 1, 1935.

Warrants issued by county are valid obligations of county and former legal indebtedness may be exceeded, and warrants may have such maturity dates and bear such interest rate as county board may determine. Op. Atty. Gen. (833d), Apr. 2, 1935.

County board has power to designate rate of interest in warrants. Op. Atty. Gen. (833j), Apr. 6, 1935.

7. State obligates itself to repay losses even if county refuses to accept payment in form labor or services. Op. Atty. Gen. (833d), Mar. 25, 1935.

In view of fact that appropriation of \$2,000,000 may be insufficient to pay in full losses sustained by counties, state auditor should wait long enough before making final payments to determine approximately what will be total losses and make payments to counties on a prorata basis. Op. Atty. Gen. (833h), Mar. 30, 1935.

Expenditures for administration of act are not recoverable from the state as a loss. Op. Atty. Gen. (833d), Apr. 6, 1935.

State will repay losses of county, subject to qualifications that if aggregate of losses exceeds two million dollars, counties will only be paid pro rata. Op. Atty. Gen. (833d), Aug. 3, 1935.

8. Amended by Laws 1935, c. 379.

Definition of seed grain herein supersedes for purpose thereof §§3957-1 to 3957-12. Op. Atty. Gen. (86a-44), Mar. 21, 1935.

"Truck garden seeds" includes truck plant seedlings. Op. Atty. Gen. (833i), Mar. 30, 1935.

Raspberry and strawberry plants are not truck crop seeds. Op. Atty. Gen. (833i), Apr. 15, 1935.

"Seed grain" does not include feed, motor fuel, or other supplies needed in connection with spring planting. Op. Atty. Gen. (833i), Apr. 30, 1935.

#### Laws 1935, c. 51.

See 1939, c. 436, §5.

Repealed in part by Act Jan. 27, 1936, Sp. Ses. 1935-36, c. 101, §14.

County board may allocate state and county funds to townships upon basis of need for relief with the approval of state relief agency. Op. Atty. Gen. (107b-15), Sept. 2, 1936.

Veterans' relief agency may pay taxes in lieu of rent on veteran's homestead. Op. Atty. Gen. (928c-12), June 12, 1937.

Veterans relief furnished pursuant to Laws 1935, c. 51, and Laws 1935-36, Ex. Sess., c. 101, is not poor relief within §3161. Op. Atty. Gen. (928c-12), June 14, 1937.

Executive council and state relief agency are not subject to requirements of reorganization act with respect to notice before purchases, under the Emergency Relief Act. Op. Atty. Gen. (928c-17), Aug. 8, 1938.

Residence limitation found in §3161 does not apply to furnishing of relief to disabled war veteran, but residence in the state is essential. Op. Atty. Gen. (928c-12), May 29, 1939.

1. State emergency relief administration is an instrumentality of the state for special and limited purposes, and one falsely writing the name of payee in a relief order upon back thereof was guilty of forgery, though relief order was neither acknowledged nor verified. State v. Stuart, 203M301, 281NW299. See Dun. Dig. 3794.

Money appropriated by Laws 1935, c. 51 is available for use by executive council under Laws 1935, c. 233. Op. Atty. Gen. (928c-15), June 3, 1935.

2. Surveyor general of logs and lumber may need to remove the dead-head logs and other timber endangering navigation, using funds provided therefor by the state emergency relief administration. Op. Atty. Gen. (429), Aug. 1, 1935.

State may take title to land in an adjoining state needed for conservation project in the name of that state. Op. Atty. Gen. (817s), Aug. 17, 1935.

Executive council has implied powers to assume damages incident to construction of improvement, and department of conservation has sufficient authority to operate and maintain completed project. Op. Atty. Gen. (928c-7), Sept. 12, 1935.

Executive council may enter into contract with proper representatives of federal government for education of Indians and for such other activities as are included in act of Congress of April 16, 1934. Op. Atty. Gen. (240j), Sept. 16, 1935.

5. Counties are required to reimburse municipalities 75% of excess expenditures of one mill of taxable properties in municipalities. Op. Atty. Gen. (125b-23), May 14, 1935.

Agreement may be entered into between counties operating under township system for relief and federal and state relief administration as to amount of contribution by counties, and county may levy taxes to provide therefor. Op. Atty. Gen. (339i-1), June 25, 1935.

County operating under town system may levy taxes for poor relief and may issue bonds in cases of emergency to raise funds for poor relief purposes. Op. Atty. Gen. (519j), July 6, 1935.

County may pay mileage and incidental expenses in connection with maintenance of county national reemployment office, even though county is under township system of poor relief. Op. Atty. Gen. (125a-31), Aug. 1, 1935.

County under town, village and city system of poor relief has no authority to establish a county relief office and to hire a person to supervise administering of relief such as investigators, etc. Op. Atty. Gen. (107b-15), Aug. 7, 1935.

A county may turn over its contribution to the state emergency relief administration and let it handle poor relief. Op. Atty. Gen. (107b-15), Nov. 7, 1935.

Veterans' Relief Agency may pay interest on principal installments on veteran's mortgage on home in lieu of rent. Op. Atty. Gen. (928c-12), May 29, 1936.

#### Laws 1935, c. 70.

3. No application for seed loans can properly be received after May 1st. Op. Atty. Gen. (833b), June 17, 1935.

4. Bushel and a half for a bushel may be accepted in full payment of principal and interest. Op. Atty. Gen. (833d), July 23, 1935.

7. Amended by Laws 1935, c. 379.

#### Laws 1935, c. 81.

Amended by Laws 1937, c. 70.

#### Laws 1935, c. 150.

22. Board of control may disburse appropriation for fiscal year beginning July 1, 1936, if appropriations for fiscal year ending June 30, 1936, are insufficient to meet requirements. Op. Atty. Gen. (9a-10), Mar. 26, 1936.

#### Laws 1935, c. 177.

1. Amended by Laws 1937, c. 170.

#### Laws 1935, c. 191.

Repealed Jan. 18, 1936, Sp. Ses., c. 56, §3.

Repealed. Apr. 17, 1939, c. 296, §3.  
This act is constitutional in so far as it creates a municipal court, but is unconstitutional in so far as it requires judge to be an attorney at law. Op. Atty. Gen. (307g), March 17, 1939.

#### Laws 1935, c. 308.

13. Amended by Laws 1937, c. 384, but title appears to be defective.

#### Laws 1935, c. 309.

20. Before state commissioner of highways may legally pay amounts appropriated to persons named, there must be a judicial determination in usual way that highway department is liable therefor, and that determination cannot be made in a proceeding for a writ of mandamus. International Harvester Co. v. E., 197M360, 268NW421. See Dun. Dig. 5756.

Claims under §§16 and 17 must be judicially determined before commissioner of highways is liable therefor. Op. Atty. Gen. (385b-3), Dec. 15, 1936.

#### Laws 1935, c. 320.

7. If all of the land described as addition to Scenic State Park cannot be acquired for \$15,600, conservation commission should purchase none. Op. Atty. Gen. (330c-1), Oct. 4, 1935.

7(a)(24). Appropriation may be used for maintenance. Op. Atty. Gen. (330a-5), Oct. 25, 1935.

7(a)(25). Amended Jan. 13, 1936, c. 22, Sp. Ses., 1935-36.

9(6). Commission may expend funds for membership in Mississippi Valley association. Op. Atty. Gen. (370j), Nov. 14, 1935.

9(11). Commissioner of conservation has authority to use money from his contingent funds to pay portion of cost of classifying lands acquired for taxes if such classification will promote emergency conservation work. Op. Atty. Gen. (983j), Aug. 31, 1936.

12. Reduction in salary is made on basis of 10% from maximum and not salary actually received. Op. Atty. Gen. (980a-14), Dec. 11, 1935.

**Laws 1935, c. 371.**

Residents of Camp Ripley may vote at town and school elections, and children living thereon are entitled to same treatment as other pupils with respect to transportation. Op. Atty. Gen. (490k), June 1, 1935.

**Laws 1935, c. 382.**

Consolidated district may receive aid under this act until June 30, 1936, this act not being affected by repeal in Laws 1935, c. 288, of building aid provided in Mason's Stats. §3028(2). Op. Atty. Gen. (168), June 28, 1935.

5(5c).

Amended Jan. 21, 1936, Sp. Ses. 1935-36, c. 63.

5(6b).

Amended Jan. 21, 1936, Sp. Ses. 1935-36, c. 64.

5(8).

Amended Jan. 24, 1936, Sp. Ses. 1935-36, c. 83.

6.

Where maximum wage schedule for custodian of capitol in 1933 was \$3,000, present salary of such office is \$2,700, notwithstanding additional duties have been imposed upon the custodian. Op. Atty. Gen. (359a-22), Aug. 9, 1935.

Salary of secretary of state athletic commission was reduced from \$300 per month to \$270 per month. Op. Atty. Gen. (359a-22), Aug. 15, 1935.

Railroad and warehouse commission appointing executive secretary of commission as director of motor, bus and truck transportation could authorize a salary of \$4,350 per annum and make it subject to a 10% reduction for period contemplated by this section, subject to qualification that higher salary could not be paid for services rendered prior to resolution. Op. Atty. Gen. (980a-14), Oct. 4, 1935.

Special aid for teacher's training is to be considered in determining supplemental aid. Op. Atty. Gen. (168), Dec. 27, 1935.

6(2).

Laws 1927, c. 396 (3036-6, et seq.), is not affected by limitations and prorating under this section. Op. Atty. Gen. (168a), June 25, 1935.

**Laws 1935, c. 383.**

Repealed Jan. 11, 1936, c. 5, §12.

This section is inconsistent with Mason's Stat. §53-9, and controls. Op. Atty. Gen. (88a-7), July 10, 1935.

5.

This section is inconsistent with Mason's Stat. §53-9, and controls. Op. Atty. Gen. (88a-7), July 10, 1935.

13.

State board of control is proper state agency to enter into necessary contracts for erection of proposed state hospital and other buildings and improvements, and to make arrangements and enter into necessary contracts with federal government with reference to securing grants of aid, subject to power of commission of administration and finance to exercise supervision and control. Op. Atty. Gen. (88a-7), July 10, 1935.

Legislature intended to authorize expenditure of state money up to amounts indicated in §§4 and 5 and such additional amounts as may be secured by grant from federal government. Op. Atty. Gen. (88a-7), July 25, 1935.

**Laws 1935, c. 391.**

37.

Head of a department created since June, 1933, in consultation with department of administration and finance may determine that his present salary is on an approximate level with other department heads and leaves salary as it is without imposing a 10% cut. Op. Atty. Gen. (218h-1), May 31, 1935.

Maximum wage schedule should be used as basis for salary reduction. Op. Atty. Gen. (231a), July 19, 1935.

Words "maximum wage schedule for the position" refer not to amount which was paid to holder of position but to maximum amount which might have been paid under approved wage schedule. Id.

Law does not deal with salaries of individuals as such, but with salaries payable to persons holding certain official positions existing in June, 1933. Op. Atty. Gen. (359a-22), Aug. 9, 1935.

Laws 1937, c. 457, §37, is mandatory in requiring restoration of salaries to what they were prior to enactment of Laws 1935, c. 391, §37, and an officer or employee receiving less than that amount may recover the same. Op. Atty. Gen. (980a-14), April 11, 1939.

37(2).

Department head is required to reduce salaries under \$3,000, but inasmuch as the reduction, in proper cases, may be nominal in amount, it virtually means that he may let an existing salary less than \$3,000 stand but may not increase it, provided classification of employee has not been changed. Op. Atty. Gen. (980a-14), July 26, 1935.

**Laws 1935, c. 392.**

99.

Amended by Laws 1937, c. 463, §1.

100.

Amended by Laws 1937, c. 463, §2.

**Laws 1935, c. 393.**

Purpose and effect of proposed amendment to constitution. Op. Atty. Gen. (86a-34), Apr. 29, 1936.

**Laws 1935, c. 394.**

Purpose and effect of proposed amendment to constitution. Op. Atty. Gen. (86a-34), Apr. 29, 1936.

**Laws 1935-36, Ex. Sess., c. 1.**

Legislature may appropriate legislative expense fund in a lump sum, and the Senate may by a resolution authorize payment of voucher to a particular senator for expenses, without a concurrence by the house. Op. Atty. Gen. (9a-23), Apr. 9, 1935.

**Laws 1935-36, Ex. Sess., c. 5.**

8.

Board may negotiate with federal government for WPA grant to aid in cost of erection. Op. Atty. Gen. (88a-7), May 4, 1936.

**Laws 1935-36, Ex. Sess., c. 44.**

This act was passed in compliance with Const. Art. 4, §§5, 13, 20. Op. Atty. Gen. (82q), May 1, 1936.

**Laws 1935-36, Ex. Sess., c. 51.**

In a county operating under township system of poor relief, county board may designate each town board as its agency to disburse funds allocated to county by state board, but statute does not contemplate reimbursement to municipalities for amounts expended for relief. Op. Atty. Gen. (400k), Aug. 1, 1936.

**Laws 1935-36, Ex. Sess., c. 79.**

2.

Amended by Laws 1937, Sp. Ses., c. 22.

**Laws 1935-36, Ex. Sess., c. 88.**

This act is constitutional except in so far as it requires judges to be persons learned in the law and admitted to practice as attorneys. Op. Atty. Gen. (306a-4), April 21, 1939.

**Laws 1935-36, Ex. Sess., c. 101.**

See 1939, c. 436, §5.

Administrative employees of State Relief Agency are employees of state within compensation clause. Op. Atty. Gen. (523g-19), Apr. 6, 1936.

County board may allocate state and county funds to townships upon basis of need for relief with the approval of state relief agency. Op. Atty. Gen. (107b-15), Sept. 2, 1936.

County board may furnish relief on a county work project in lieu of direct relief to persons physically able to work. Op. Atty. Gen. (125a-37), Dec. 21, 1936.

County board in a county operating under town system may incur such incidental expenses of national re-employment offices and WPA offices and reemployment offices as it finds necessary in order to render relief to needy and destitute persons in co-operation with state and federal agencies. Op. Atty. Gen. (1001c), Mar. 9, 1937.

Veterans' relief agency may pay taxes in lieu of rent on veteran's homestead. Op. Atty. Gen. (928c-12), June 12, 1937.

Veterans' relief furnished pursuant to Laws 1935, c. 51, and Laws 1935-36, Ex. Sess., c. 101, is not poor relief within §3161. Op. Atty. Gen. (928c-12), June 14, 1937.

Executive council and state relief agency are not subject to requirements of reorganization act with respect to notice before purchases, under the Emergency Relief Act. Op. Atty. Gen. (928c-17), Aug. 8, 1938.

Residence limitation found in §3161 does not apply to furnishing of relief to disabled war veteran, but residence in the state is essential. Op. Atty. Gen. (928c-12), May 29, 1939.

1.

Counties may require recipients of poor relief physically able to work to work out their allotment for relief on county projects. Op. Atty. Gen. (125a-37), Mar. 31, 1936.

Executive council has power to make certificates of indebtedness issued under this act a charge upon and lien against taxes authorized by this act to fix dates of maturity and to direct the State Treasurer to pay same in order of their maturity and state board of investment is authorized to purchase them. Op. Atty. Gen. (928a-2), Apr. 1, 1936.

8.

Veterans' Relief Agency may pay interest on principal installments on veteran's mortgage on home in lieu of rent. Op. Atty. Gen. (928c-12), May 29, 1936.

9.

Board of supervisors of a town may not hire and pay a relief investigator, but if town comes under county-state agency, it may pay its share of expense of maintaining a central relief office. Op. Atty. Gen. (437a-7), Apr. 17, 1936.

10.

This section authorizes executive council to appropriate money for projects approved by federal government prior to January 1, 1936, and to have items supplemental thereto in completion of projects. Op. Atty. Gen. (928c-15), Feb. 26, 1936.

Where upon constructing project there has been a saving from estimated cost, executive council may re-allocate moneys saved out of the original allocation to be used on new projects. Op. Atty. Gen. (928c-15), June 17, 1936.

Executive council has power to appropriate money for purchase of materials to enable a school district to carry on a WPA project for construction of a new school building where project was not commenced until after Jan. 1, 1936. Op. Atty. Gen. (928c-15), Mar. 23, 1937.

11. Whether persons working on relief are employees is question of fact, but where county binds itself in contract with state in connection with obtaining funds to carry insurance on relief workers, there is an agreement which is not ultra vires of which such employees may take advantage. Op. Atty. Gen. (523g-18), Mar. 21, 1936.

Employees of state relief agency created for temporary purposes are employees of a department of state entitled to benefits of workmen's compensation act payable out of state compensation revolving fund. Op. Atty. Gen. (523g-19), Apr. 1, 1936.

12. County board of county operating under township system may administer poor relief for county allocated by state to counties under Laws 1935-36, Sp. Sess., c. 101, §12, and county board may employ necessary help and employ agencies for the purpose. Op. Atty. Gen. (125a-37), Mar. 24, 1936.

Relief funds must be administered by county commissioners, and state funds may not be disbursed by village declining to function along with county commissioners, except in municipalities where a public welfare agency is provided by charter, in which case state funds may be turned over to such welfare agency. Op. Atty. Gen. (476h-11), Apr. 2, 1936.

It is county board's responsibility, in cooperation with state agency, to exercise a certain amount of supervision over county agency to see that funds are expended for purposes authorized by act. Op. Atty. Gen. (107b-15), Apr. 21, 1936.

In a county operating under township system of poor relief, county board may designate each town board as its agency to disburse funds allocated to county by state board, but statute does not contemplate reimbursement to municipalities for amounts expended for relief. Op. Atty. Gen. (400k), Aug. 1, 1936.

#### Laws 1937, c. 4.

1. Section authorizes state agent to use eleven thousand of the one million dollar appropriation as an additional grant to counties having Indian population without in any way reducing their normal quota of reimbursement. Op. Atty. Gen. (521o), Feb. 6, 1937.

#### Laws 1937, c. 9.

§1. Amended. 1939, c. 6, §1.

#### Laws 1937, c. 40.

1. Act is constitutional. Op. Atty. Gen. (37a-8), May 28, 1937.

7. State board of investment is not limited to 50% of total issue as provided in Laws 1933, c. 389. Op. Atty. Gen. (37a-8), May 28, 1937.

#### Laws 1937, c. 54.

2. Amended. Apr. 15, 1939, c. 273.

#### Laws 1937, c. 62.

2. Refunding bonds may be issued without submission to voters. Op. Atty. Gen. (44b-12), June 2, 1937.

#### Laws 1937, c. 65.

1. Members of town board are entitled to compensation and mileage and necessary expenses while administering this act, in view of §§1089, 1093, but members of county board are limited in compensation and mileage by §657. Op. Atty. Gen. (833k), Apr. 19, 1937.

5. Payment in "substantially the quality" is not subject to exact definition, but should be given a reasonable if not a broad construction. Op. Atty. Gen. (833i), Mar. 19, 1937.

Advancement including accrued interest is repayable on or before Nov. 15, 1937, and questions of quality are to be determined as questions of fact by board. Op. Atty. Gen. (833h), Aug. 24, 1937.

#### Laws 1937, c. 70.

§9. Amended. Apr. 17, 1939, c. 236.

#### Laws 1937, c. 81.

7. Proviso in Item 3 provides that a total of \$5,000 shall be available, and not \$5,000 for each of the two fiscal years. Op. Atty. Gen. (159a), Aug. 2, 1937.

#### Laws 1937, c. 99.

1. Act is constitutional. Op. Atty. Gen. (86a-8), Apr. 14, 1937.

#### Laws 1937, c. 116.

3. Amended by Laws 1937, c. 456.

#### Laws 1937, c. 180.

Money expended in financing or conducting municipal liquor store must be spent in same manner as other village funds, upon audit and allowance by council and by order on treasurer. Op. Atty. Gen. (218g-13), Jan. 27, 1938.

#### Laws 1937, c. 204.

1. Amended by Laws 1937, c. 34.

#### Laws 1937, c. 209.

See 1939, c. 436, §5.

4.

Relief funds appropriated to executive council may not be appropriated and expended in reimbursement to state compensation revolving fund for injuries sustained by employees of executive council. Op. Atty. Gen. (928c-16), July 23, 1937.

#### Laws 1937, c. 226.

Amended by Laws 1937, Sp. Sess., c. 14.

#### Laws 1937, c. 230.

Repealed. 1939, c. 99, §20.

4, 8.

Amended by Laws 1937, Sp. Sess., c. 54, §§1, 3.

#### Laws 1937, c. 242.

1. Amended by Laws 1937, Sp. Sess., c. 25.

#### Laws 1937, c. 246.

Amended by Laws 1937, Sp. Sess., c. 69.

#### Laws 1937, c. 326.

No right to repurchase by former owner of trust fund lands was authorized by Laws 1937, c. 465, or Laws 1937, Ex. Sess., c. 88, since such lands became absolute property of state on forfeiture for taxes and could only be resold at public sale. Op. Atty. Gen. (525), Aug. 11, 1937.

#### Laws 1937, c. 381.

Funds appropriated to board of control for relief and maintenance of disabled veterans and their dependents may not be used for administrative expenses of division of soldier welfare. Op. Atty. Gen. (88a-25), June 30, 1937.

1.

Amended by Laws 1937, Sp. Sess., c. 26.

8.

Amended by Laws 1937, Sp. Sess., c. 98, §1.

14.

Addition of "wing" to building may properly be considered as part of work of "remodeling" building. Op. Atty. Gen. (9a-39), July 8, 1938.

20.

Board could use contingent fund to construct horse barn at state public school destroyed by fire. Op. Atty. Gen. (88a-7), Dec. 7, 1938.

#### Laws 1937, c. 382.

5(9).

Amended by Laws 1937, Sp. Sess., c. 15.

6.

Building aid must be included when determining amount of supplemental aid due district. Op. Atty. Gen. (168a), Mar. 18, 1937.

In view of Laws 1937, c. 437, §5, all balances remaining to credit of various state parks on June 30, 1937, and all fees, moneys received, collections and receipts from revenue producing facilities within state parks after Apr. 24, 1937, shall be deposited to credit of general maintenance and operation fund for state parks. Op. Atty. Gen. (9a-9), June 1, 1937.

#### Laws 1937, c. 385.

2.

Appropriation for construction of teachers' college cannot be used for equipment. Op. Atty. Gen. (9a-41), June 2, 1937.

3.

Only one year is allowed after date stated for completion of state teachers' college at Mankato, and part construction is not sufficient. Op. Atty. Gen. (9a-41), June 3, 1938.

Services of a supervisory architect are necessary to construction of building and properly included in cost thereof. Op. Atty. Gen. (980b-4), March 2, 1939.

9.

Amended by Laws 1937, Sp. Sess., c. 62.

#### Laws 1937, c. 386.

Amended by Laws 1937, Sp. Sess., c. 56.

#### Laws 1937, c. 394.

1. Amended by Laws 1937, Sp. Sess., c. 23.

This act applies to Lincoln County, as word "congressional" was intended to mean "organized." Op. Atty. Gen. (724a-2), May 14, 1937.

**Laws 1937, c. 451.**

4. Expenditures incurred by county during fiscal year ending June 30, 1938, and not reimbursed during that year for lack of state funds, can be paid by state agency out of appropriations available for year ending June 30, 1939. Op. Atty. Gen. (521z), Jan. 27, 1938.

**Laws 1937, c. 453.**

56. Appropriation to reimburse Carrolton Township for cost of reconstruction of public highway is mandatory and item must be paid. Op. Atty. Gen. (208b-4), Sept. 1, 1937.

**Laws 1937, c. 457.**

10. Amended by Laws 1937, Sp. Ses., c. 98, §4.

15. Amended by Laws 1937, Sp. Ses., c. 98, §2.

19. Amended by Laws 1937, Sp. Ses., c. 98, §8.

22. Amended by Laws 1937, Sp. Ses., c. 98, §5.

25. Amended by Laws 1937, Sp. Ses., c. 98, §7.

32. Amended by Laws 1937, Sp. Ses., c. 98, §3.

37. Where salary was not restored to original figure until March 15, 1938, such back salary, which was restored but not paid, may now be paid. Op. Atty. Gen. (231a), March 25, 1939.

Laws 1937, c. 457, §37, is mandatory in requiring restoration of salaries to what they were prior to enactment of Laws 1935, c. 391, §37, and an officer or employee receiving less than that amount may recover the same. Op. Atty. Gen. (980a-14), April 11, 1939.

**Laws 1937, c. 460.**

1. Amended by Laws 1937, Sp. Ses., c. 21.

**Laws 1937, c. 461.**

§1. Act is constitutional. Op. Atty. Gen. (82w), Aug. 12, 1937.

**Laws 1937, c. 477.**

Executive council may lease Old Capitol site, subject to sale. Op. Atty. Gen. (55a-3), Jan. 26, 1939.

**Laws 1937, c. 480.**

This act is unconstitutional as violating Const. art. 16, §2. Op. Atty. Gen. (229a), Jan. 25, 1939.

This act is unconstitutional. Op. Atty. Gen. (219a), Jan. 27, 1939.

§2. Amended. Laws 1939, c. 113, §1.

§3. Amended. Laws 1939, c. 113, §2.

**Laws 1937, c. 492.**

Purpose and effect of proposed amendment. Op. Atty. Gen. (86a-37), June 8, 1938.

**Laws 1937, c. 493.**

Purpose and effect of proposed amendment. Op. Atty. Gen. (86a-37), June 8, 1938.

**Laws 1937, Ex. Sess., c. 43.**

Repeal of Sp. Laws of 1887, c. 252, had effect of re-establishing county system of poor relief in Pope County. Op. Atty. Gen. (339o-5), Aug. 24, 1937.

**Laws 1937, Ex. Sess., c. 48.**

Act does not authorize appropriations, but merely validates and legalizes appropriations or payments made prior to enactment. Op. Atty. Gen. (125b-12), Dec. 31, 1937.

**Laws 1937, Ex. Sess., c. 54.**

Repealed. 1939, c. 99, §20.

**Laws 1937, Ex. Sess., c. 64.**

§1. Minnesota tax commission had authority to receive, after August 16 but before August 25, 1937, a settlement agreement executed August 16, 1937, by a national bank pursuant to Laws 1937, Ex. Sess., c. 65, and to certify on August 25, 1937, that such bank had complied with Laws 1937, Ex. Sess., c. 64, §1. Op. Atty. Gen. (32f), Sept. 2, 1937.

**Laws 1937, Ex. Sess., c. 65.**

§1. Minnesota tax commission had authority to receive, after August 16 but before August 25, 1937, a settlement agreement executed August 16, 1937, by a national bank pursuant to Laws 1937, Ex. Sess., c. 65, and to certify on August 25, 1937, that such bank had complied with Laws 1937, Ex. Sess., c. 64, §1. Op. Atty. Gen. (32f), Sept. 2, 1937.

**Laws 1937, Ex. Sess., c. 72.**

§§1, 4, 6. Amended. Apr. 21, 1939, c. 368.

**Laws 1937, Ex. Sess., c. 81.**

§4(13). Expenditures and employment of necessary assistance is to be made by board of regents upon approval by Minnesota Dairy Industry Committee. Op. Atty. Gen. (618b-1), Nov. 12, 1937.

Member of legislature may be appointed as an assistant agricultural extension specialist, where duties are to act as field agent in connection with dairy industry organization campaign, such position being one of employment and not an office. Op. Atty. Gen. (280h), Apr. 13, 1938.

§6. District may receive aid for pupils transported to or board at high school at teacher's colleges or agricultural schools under regulations of board of education. Op. Atty. Gen. (168), Mar. 28, 1938.

**Laws Ex. Sess. 1937, c. 89.**

See 1939, c. 436, §5. Additional appropriation. Apr. 14, 1939, c. 245. Deficiency appropriation of \$2,330,000. Laws 1939, c. 245.

Executive council and state relief agency are not subject to requirements of reorganization act with respect to notice before purchases, under the Emergency Relief Act. Op. Atty. Gen. (928c-17), Aug. 8, 1938.

Executive council in case of emergency may authorize expenditure of entire balance of allocation to municipality at any time during fiscal year. Op. Atty. Gen. (928d), Oct. 26, 1938.

§1. State relief agency should submit abstract of expenditures to commission of administration and finance for pre-audit, but such department has no authority to substitute its opinion or judgment for that of council or relief agency as to advisability of any expenditures. Op. Atty. Gen. (980c-32), Sept. 15, 1937.

State relief agency should make use of facilities of state purchasing department, but state department of administration and finance has no right to substitute its opinion or judgment for discretion of executive council or relief agencies as to advisability or necessity of any expenditure by such agencies. Op. Atty. Gen. (980c-32), Oct. 11, 1937.

State relief agency should use state printer's office when it has printing done. Id.

State relief agency should have personnel records established in files and payroll records of department of administration and finance so that an intelligent audit of all payroll abstracts can be made. Id.

Civilian conservation corps park work constitutes emergency work project. Op. Atty. Gen. (928-15), Dec. 8, 1937.

§5. Executive council could convey land on Minnesota Point to city of Duluth. Op. Atty. Gen. (700d), Apr. 11, 1938.

§6. Question as to whether expenses incident to carrying on relief projects should be payable out of general administrative appropriation or out of funds allocated to a particular project is for determination of Executive Council and State Relief Agency. Op. Atty. Gen. (928d), Jan. 12, 1938.

§7. State relief acts do not directly control administration of relief funds raised by municipalities or other local subdivisions, nor can local relief agency compel poor people to work, but they may withhold relief fund from persons wilfully refusing to take either public or private employment, and may discriminate in favor of those actually destitute, having regard to considerations of fairness and common sense. Op. Atty. Gen. (549), July 18, 1939.

§10. Executive council may appropriate money out of funds provided for direct relief to be expended by State relief agencies in rental of equipment and purchase of tools and materials for use by transients housed in transient relief camp. Op. Atty. Gen. (928c-15), Dec. 10, 1937.

§11. Legislature intended that state agency should be required to deal only with one agency in each county, the county welfare board, that the county welfare board in counties operating under town system make some satisfactory arrangement for proper distribution or expenditure of funds. Op. Atty. Gen. (125a-64), Aug. 24, 1937.

This section does not repeal by implication provisions of §3174. Op. Atty. Gen. (104b-7), Dec. 31, 1937.

Persons on relief are not required to use services of county physician. Op. Atty. Gen. (125a-35), Apr. 14, 1938.

Executive council may revoke its designation of division of soldiers' welfare and soldiers' welfare director as an agency for distribution of veterans' relief, and place such distribution under state relief agency. Op. Atty. Gen. (928c-12), Jan. 27, 1939.

A veteran cannot be denied aid on ground that he is candidate for an elective public office. Op. Atty. Gen. (549c-6), Feb. 15, 1939.

**Laws 1938, c. 431, Art. 7.**

§3. Minnesota Division of Social Welfare and Minnesota Division of Public Institutions may cooperate by entering into an agreement and plan for carrying on services for crippled children with aid of federal funds. Op. Atty. Gen. (640), June 19, 1939.

§5. Minnesota Division of Social Welfare and Minnesota Division of Public Institutions may cooperate by entering into an agreement and plan for carrying on services for crippled children with aid of federal funds. Op. Atty. Gen. (640), June 19, 1939.

**Laws 1939, c. 14.**

§1. Cooperative taking advantage of this act should set forth in its resolution jurisdictional requisites contained in this act. Op. Atty. Gen. (93a-2), August 28, 1939.

**Laws 1939, c. 51.**

§3. Co-operative wishing to avail itself of provision authorizing it to qualify under Business Corporation Act need not comply with two-thirds requirement of that act. Op. Atty. Gen. (93a-2), June 22, 1939.

**Laws 1939, c. 96.**

§1. Legislature intended to base assessed valuation on real property, personal property, and moneys and credits, and to adopt assessed valuation for 1938, and Morrison County has right to law library. Op. Atty. Gen. (285), Sept. 2, 1939.

Act applies only to counties whose 1938 assessed valuation, including real property, personal property, and money and credits, is not less than 7 or more than 8 million dollars, and Morrison County has no right to establish a law library. Op. Atty. Gen. (285B), Sept. 12, 1939.

**Laws 1939, c. 245.**

See 1939, c. 436, §5.

§1. State relief acts do not directly control administration of relief funds raised by municipalities or other local subdivisions, nor can local relief agency compel poor people to work, but they may withhold relief fund from persons wilfully refusing to take either public or private employment, and may discriminate in favor of those actually destitute, having regard to considerations of fairness and common sense. Op. Atty. Gen. (549), July 18, 1939.

**Laws 1939, c. 339.**

§8(1). Sibley House Association is not a state agency within definition of Reorganization Act so as to subject fund to laws relating to purchases by state agencies. Op. Atty. Gen. (640a), Sept. 9, 1939.

**Laws 1939, c. 367.**

§3. Insufficiency of state appropriations for aid to dependent children does not relieve county of primary duty to pay aid as provided by law, and state may not exceed the appropriation, and insufficiency of state funds does not affect amount of federal aid, which is based upon aggregate of aid furnished by state and county. Op. Atty. Gen. (640a), June 28, 1939.

**Laws 1939, c. 374.**

Borrowing must be construed as temporary pending later receipt of tax revenue, and not as means of providing funds to meet full amount of legislative appropriation. Op. Atty. Gen. (640a), June 26, 1939.

**Laws 1939, c. 415.**

§2. Act does not authorize payment for services of a nature where compensation was not expected from the state, as where president of Minnesota Association of

Architects appointed a committee on request of governor to investigate charges made in public press with reference to construction of a public building. Op. Atty. Gen. (588), June 19, 1939.

**Laws 1939, c. 422.**

§10(4). In absence of any other appropriation portion of money appropriated for stamps and labels for liquor control commission may be used to pay salaries of necessary clerks to handle sale. Op. Atty. Gen. (454-L), August 29, 1939.

§11(4). Appropriations to attorney general for gift tax administration should be transferred to department of taxation. Op. Atty. Gen. (640a), July 18, 1939.

§18(2). Appropriation for salary of comptroller should be transferred and used for payment of salary of public examiner for month of June, 1939. Op. Atty. Gen. (980a-14), June 13, 1939.

**Laws 1939, c. 436.**

§1. Administrative expenses of special project, such as distribution of surplus commodities, war veterans' relief, and transient camps, need not be paid out of the \$100,000, provided for administration. Op. Atty. Gen. (640a), August 9, 1939.

The executive council has not been abolished and all rights not specifically transferred are still vested in it, including those specified in §6340-1. Op. Atty. Gen. (928m), August 28, 1939.

§0. In county operating under township system, one mill tax levy must be made for relief, and such tax levy constitutes primary fund for relief purposes, and after it has been exhausted funds granted by state distributed through county must next be used, and thereafter funds realized from additional poor relief levy must be used, but county may not hold emergency relief money provided by state and pay out of it to municipality the 75 per cent of relief money extended by township from additional poor relief levy, nor may county use any part of state money for any other than relief purposes. Op. Atty. Gen. (3391-3), May 5, 1939.

§12. State relief acts do not directly control administration of relief funds raised by municipalities or other local subdivisions, nor can local relief agency compel poor people to work, but they may withhold relief fund from persons wilfully refusing to take either public or private employment, and may discriminate in favor of those actually destitute, having regard to considerations of fairness and common sense. Op. Atty. Gen. (549), July 18, 1939.

Recipient of relief should have his choice of any physician or pharmacist within trade area and is not limited to designated county physician or pharmacist, but this only applies to expenditure of funds under Emergency Relief Act, and not to relief furnished by counties, towns, etc., under general laws. Op. Atty. Gen. (125a-35), Sept. 12, 1939.

**Laws 1939, c. 437.**

§7. To the extent that supplemental aid must be paid on a basis of at least 65%, this section supersedes Laws 1939, c. 431, Art. 2, §16(f), relating to withholding of appropriation by commissioner of administration. Op. Atty. Gen. (640a), August 9, 1939.

A new high school in a new high school area must first qualify as a classified high school pursuant to rules and regulations of state board of education, or students in district dealing with such high school would lose their state aid for tuition and transportation. Op. Atty. Gen. (170-c), August 31, 1939.

**Laws 1939, c. 447.**

Reference to 1939 general election is a palpable error, and question of amendment should be submitted at 1940 general election. Op. Atty. Gen. (86a), June 2, 1939.

## Appendix No. 3

# City Charters and Municipal Ordinances

**ADA.  
Charter.**

City of Ada may issue bonds to pay cost of constructing a hospital pursuant to Laws 1893, c. 204, notwithstanding limitations in home rule charter. Op. Atty. Gen. (36g), Dec. 24, 1936.

**99(4).**

City in issuing hospital bonds is limited by charter to debt limitation. Op. Atty. Gen. (1001a), Dec. 8, 1936.

**Ordinance.**

**39.**

City council is not compelled to revoke license for violation of ordinance. Op. Atty. Gen. (218g-14), Apr. 2, 1935.

**ALBERT LEA.**

**Charter.**

City council had authority to license local trucks and taxicabs for hire and require them to carry liability

insurance, and to amend such ordinance so as to reduce necessary amount of liability insurance, do away with property damage entirely, and revocation of licenses until judgment for property damage is paid. Op. Atty. Gen. (6331), Jan. 25, 1935.

40.

Electors may sign petition for referendum although not registered pursuant to registration act. Op. Atty. Gen., Sept. 17, 1932.

88.

Home Rule Charter city may compel inspection of records of public utilities for rate making purposes. Op. Atty. Gen., Apr. 21, 1933.

**ALEXANDRIA.**

**Charter.**

City of Alexandria having a contract with private corporation furnishing light and power to a village cannot acquire the plant of such private corporation without a vote of the electors, home rule charter of such city being silent as to extension of lines out of city. Op. Atty. Gen. (624c-2), Nov. 21, 1934.

48.

Mayor of Alexandria performing an emergency operation upon a poor person taken to him is not entitled to compensation from the city. Op. Atty. Gen. (90e), Apr. 12, 1937.

88.

City may sell electricity to co-operative corporation at city limits to be distributed by such corporation at such rates as deemed equitable by governing body, though at lower rates than to consumers in municipality. Op. Atty. Gen. (624c-11), Aug. 7, 1936.

133.

A member of board of public work of city of Alexandria may not be employed by city council and receive compensation for work not connected with public utilities system nor can the board of public works or the city council employ a member of such board to serve in the public works system so that he could receive compensation. Op. Atty. Gen. (707b-6), Mar. 27, 1935.

136.

City has power to acquire land for playgrounds. Op. Atty. Gen. (59b-11), Mar. 16, 1935.

158A.

Cost of tarvia pavement may be paid out of general revenue fund. Op. Atty. Gen. (396c-6), July 7, 1937.

c. 6.

86.

Board of public works may enter into a contract for group life insurance on employees of municipal water and light plant, and pay half of the premium. Op. Atty. Gen. (253b-4), Aug. 13, 1937.

**ANOKA.**

**Charter.**

In absence of express authority, city cannot appropriate public funds for Boy Scouts in such city. Op. Atty. Gen., Sept. 28, 1933.

City may properly issue bonds for installation of sewage treatment plant. Op. Atty. Gen. (59B-12), March 28, 1939.

c. 1.

1.

City of Anoka has all the powers it has under previous charter, including power to construct a hospital. Op. Atty. Gen. (59h-5), Aug. 5, 1936.

7(5).

Warrants issued for improvement payable wholly or partly from collections of special assessments are not considered in determination of debt of city, in view of Mason's Stat., §1938-3(C) and §1938-3(D). Op. Atty. Gen. (59a-51), July 18, 1939.

"Total value of taxable property" means true and full value, and not assessed valuation. Id.

c. 2.

3.

Whether offices of a member of park board and a member of library board in city of Anoka are incompatible with office of city commissioner depends upon inconsistency in functions of two offices and whether or not commissioners receive compensation for their services as members of such boards. Op. Atty. Gen. (358e-1), Jan. 13, 1938.

**Ordinance.**

Ordinance of city of Anoka requiring petition by registered voter for issuance of liquor license has been superseded. Op. Atty. Gen. (88a-31), Mar. 22, 1937.

**AUSTIN.**

**Charter.**

Op. Atty. Gen., Apr. 28, 1931; note under Const. art. 9, §1.

Police Civil Service Commission Act supersedes charter only in so far as inconsistent therewith. Op. Atty. Gen. (785e-2), June 3, 1939.

6(26).

City has power to regulate beauty culturists and hair-dressing. Op. Atty. Gen., Aug. 7, 1933.

c. 11.

1.

Annual appointments to board need not be confirmed by common council. Op. Atty. Gen. (624E-2), August 28, 1939.

27.

Offices of city council member and member of power commission of city of Austin are incompatible. Op. Atty. Gen. (358e-1), Apr. 15, 1936.

**BARNESVILLE.**

**Charter.**

7.

City may not transfer money from general or current fund to bond fund. Op. Atty. Gen. (59b-3), Apr. 12, 1935.

c. 6.

23.

Contract for furnishing to city and inhabitants electric power for longer period than five years is void in its entirety. Op. Atty. Gen. (624a-4), Oct. 7, 1935.

26.

Ordinance providing for seizure and impounding of bicycles would be invalid. Op. Atty. Gen. (59a-32), Dec. 4, 1936.

**BELLE PLAINE.**

**Charter.**

18.

City council, if operating waterworks system under its charter, has legal right to pay for material to be used in extension of water main, and is not obliged to levy a special tax against property to be benefited. Op. Atty. Gen. (624d-11), Mar. 18, 1936.

Council of Belle Plaine has no authority to enact ordinance requiring filling stations to close at night. Op. Atty. Gen. (477b-20), Aug. 25, 1937.

19.

Borough of Belle Plaine may by ordinance reasonably regulate establishment and construction of filling station, but this would not include power to suppress or prohibit. Op. Atty. Gen. (477B-10), April 10, 1939.

**BEMIDJI.**

**Charter.**

Hours during which polls shall be open at city election are governed by section 401-1 and not by section 1809, Mason's Minn. Stats. Op. Atty. Gen., Jan. 25, 1932.

14.

Positions of volunteer fireman and member of city council are incompatible. Op. Atty. Gen., Mar. 2, 1933.

c. 2.

11.

Vacancy in office of city alderman may be filled by majority of council members present at time of selection. Op. Atty. Gen. (63a-11), Sept. 28, 1935.

17.

Resolution fixing salaries of officers need not be approved by mayor. Op. Atty. Gen. (63a-2), Apr. 28, 1938.

c. 3.

2.

Resolution fixing salaries of officers need not be approved by mayor. Op. Atty. Gen. (63a-2), Apr. 28, 1938.

c. 6.

9.

Mayor has no authority to call a special election to rescind bonds authorized by voters at a previous election. Op. Atty. Gen. (36b), Mar. 5, 1938.

c. 8.

10.

Resurfacing of tarvia street with tarvia would constitute repavement if it is of a substantial permanent nature. Op. Atty. Gen. (396c-2), Aug. 1, 1934.

11.

Resurfacing of tarvia street with tarvia may be assessed against abutting owners if it is such a permanent nature as to constitute repaving. Op. Atty. Gen. (396c-2), Aug. 1, 1934.

**c. 10.**

**6.**

Letting of contract for construction of power plant for a city was void where advertisement was in such form that there could only be one possible bidder that could complete its negotiations for materials and service. *City of Bemidji v. E.*, 204M90, 282NW683. See Dun. Dig. 6707.

Proposals and bids for construction of city power plant held too indefinite to permit a competitive bid, and bid received not responsive to advertisement for bid. *Id.* See Dun. Dig. 6707.

Letting of contract for construction of power plant was invalid where made in connection with an ordinance which attempted to delegate to trustee or to a receiver appointed by court powers to take over and manage plant in certain contingencies, thereby removing management and control thereof from city. *Id.* See Dun. Dig. 6764.

**7.**

Ten year electric light, heat and power franchise is a contract which must be submitted on bids. *Op. Atty. Gen.* (624a-5), Apr. 24, 1936.

**Ordinance.**

**No. 234(17).**

Mayor has no authority to call a special election to rescind bonds authorized by voters at a previous election. *Op. Atty. Gen.* (36b), Mar. 5, 1938.

**BENSON.**

**Charter.**

State forfeited tax lands are not subject to assessment, and assessment will be cancelled upon lot to which state subsequently acquires title. *Op. Atty. Gen.* (387b-1), Oct. 22, 1937.

Where sewer in one block has been constructed and paid for by assessments and is operating satisfactorily, no assessment can be made in that block for relaying old sewer in order to get sufficient grade and depth to permit extension into another block, unless improvement has effect of enhancing value of property. *Op. Atty. Gen.* (387b), March 24, 1938.

**c. 5, §2.**

City may levy a tax to construct a swimming pool upon city property. *Op. Atty. Gen.* (785E), April 14, 1939.

**c. 6, §1.**

City may lease its golf course to private individuals within limits provided by §4 of charter. *Op. Atty. Gen.* (785E), April 14, 1939.

**c. 10, §6.**

City council should execute contract of insurance. *Op. Atty. Gen.* (59a-25), June 12, 1939.

**BLOOMING PRAIRIE.**

**Charter.**

**17.**

Village council of village of Blooming Prairie is not confined wholly to method provided in §1815 for oiling streets, but may oil the streets without petition of abutting owners. *Op. Atty. Gen.* (396a-2), Aug. 10, 1934.

**Ordinance.**

**131.**

Charging a local resident within five miles of village a fee of \$1 and requiring a license fee of \$25 from persons who lived more than five miles from village is an unreasonable and arbitrary distinction, rendering ordinance invalid. *Op. Atty. Gen.* (477b-17), July 9, 1937.

**BLUE EARTH.**

**Home Rule Charter, §6.**

Compensation of city assessor is limited to \$2 per day for time actually and necessarily spent in making assessments and attending upon board. *Op. Atty. Gen.*, July 25, 1933.

**Charter.**

**c. 11, §7.**

City council is without authority to cancel heating bills for certain month. *Op. Atty. Gen.*, Mar. 14, 1933.

**BRAINERD.**

**Charter.**

Clerk of municipal court of Brainerd should furnish a bond in addition to that furnished by the judge, in amount required by statute, approved by judge, and filed with secretary of state. *Op. Atty. Gen.* (307i), May 13, 1937.

Brainerd city council may by majority vote increase salary of municipal judge during his term of office. *Id.*

In absence of any provision in city charter, city council may purchase a road grader on lease-contract basis without competitive bids. *Op. Atty. Gen.* (707b-2), Sept. 14, 1939.

**17.**

Health officer of a city is guilty of a misdemeanor if he contracts to perform an operation on a poor person for which city would be liable, but he may recover from city any benefits received by it, provided city may require him to perform such operation as a part of his services as an officer without consideration other than salary received. *Op. Atty. Gen.* (90e), Jan. 25, 1937.

**20.**

Health officer of a city is guilty of a misdemeanor if he contracts to perform an operation on a poor person for which city would be liable, but he may recover from city any benefits received by it, provided city may require him to perform such operation as a part of his services as an officer without consideration other than salary received. *Op. Atty. Gen.* (90e), Jan. 25, 1937.

**33.**

Health officer of a city is guilty of a misdemeanor if he contracts to perform an operation on a poor person for which city would be liable, but he may recover from city any benefits received by it, provided city may require him to perform such operation as a part of his services as an officer without consideration other than salary received. *Op. Atty. Gen.* (90e), Jan. 25, 1937.

**62-B.**

National banks must continue to pay interest as provided in contract notwithstanding federal banking act of 1933, §11b. *Op. Atty. Gen.*, Jan. 25, 1934.

**c. 3.**

**54.**

Where city sold city lots which had been purchased for use of water and light board out of funds of water and light department, proceeds of sale must be paid into public utility fund. *Op. Atty. Gen.* (59a-36), Aug. 13, 1937.

**BRECKENRIDGE.**

**Charter.**

**§12.**

Contract with city did not become void by one of the contractors becoming a member of the city council, further action on the contract being merely ministerial. *Op. Atty. Gen.* (90e-7), July 9, 1937.

**c. 3, §10.**

Mayor is a member of city council, but may vote only in case of tie. *Op. Atty. Gen.* (61c), March 10, 1939.

**c. 4, §104.**

Vote of "two-thirds of all the members" refers to two-thirds of entire number of members of council, and not merely two-thirds of quorum present at any meeting, and "all" was not intended to include mayor. *Op. Atty. Gen.* (61c), March 10, 1939.

**c. 6, §104.**

Offices of member of water and light commission of city of Breckenridge and state representative are incompatible. *Op. Atty. Gen.* (280h), Dec. 16, 1938.

**BROWNS VALLEY.**

**Ordinance.**

Receipts from village liquor store should be turned over to village treasurer and all disbursements made by treasurer and it is improper to permit president and clerk alone to handle funds of liquor store and merely turn surplus over to treasurer. *Op. Atty. Gen.* (218j-10), Apr. 19, 1934.

**CALEDONIA.**

**Ordinance.**

Village having an Ordinance requiring a permit to construct a filling station may refuse an application if it does not act arbitrarily and unreasonably. *Op. Atty. Gen.* (477b-10), Sept. 10, 1936.

**79(7).**

Municipality may revoke malt liquor license without hearing. *Op. Atty. Gen.* (218g-14), June 5, 1934.

**CHASKA.**

**Charter.**

**2.**

Conviction for liquor offense does not prohibit one from holding office of councilman of city of Chaska unless right of citizenship has been lost and not restored. *Op. Atty. Gen.* (63a), Feb. 15, 1937.

**c. 4.**

**5.**

City may remove accumulations in water course running through city if deemed injurious to public health or detrimental to general welfare. *Op. Atty. Gen.* (387b-8), Aug. 12, 1938.

**Ordinance.**

Ordinance merely prohibiting sale of malt liquors after midnight does not render it an offense to give away

APPENDIX No. 3—CITY CHARTERS AND MUNICIPAL ORDINANCES

liquor after that hour. Op. Atty. Gen. (217c), July 11, 1935.

**CHATFIELD.**

**Charter.**

Financial statement made out by city treasurer need not be published. Op. Atty. Gen. (359a-21), Apr. 19, 1938.  
Candidates for city office should file their affidavits of candidacy not less than 15 days prior to city election, as provided in §1806. Op. Atty. Gen. (359a-21), Apr. 19, 1938.

**12.**

Salary of city treasurer of city of Chatfield may be fixed by resolution of common council. Op. Atty. Gen. (359a-21), Apr. 19, 1938.

**CHISHOLM.**

**Charter.**

City and its officers were ousted from territory taken from town of Stuntz and town of Balkan. State v. City of Chisholm, 199M403, 273NW235. See Dun. Dig. 6521.

City of Chisholm is legally incorporated as a city of the fourth class with a home rule charter. Op. Atty. Gen. (59a-51), Feb. 4, 1936.

Amendments to a home rule charter may be submitted pursuant to constitution, article 4, §36, and Mason's Stats., §§1284 and 1286, and not pursuant to terms of home rule charter, and may be submitted at special election, and it is not required that all newspapers be published in city if they have general circulation there. Op. Atty. Gen. (58c), Oct. 18, 1937.

**36.**

Outgoing city council may not appoint member of water and light board before expiration of present incumbent's term, which expires at the same time as present city council. Op. Atty. Gen. (63a-1), Dec. 13, 1937.

**93.**

State board of investment may lend money to city of Chisholm to refund outstanding certificates of indebtedness, and city may issue bonds without vote of electors. Op. Atty. Gen. (59a-51), Feb. 4, 1936.

City of Chisholm has power to refund certificates of indebtedness without a vote of its electors, and state board of investment has authority to purchase such bonds. Op. Atty. Gen. (59a-51), Feb. 4, 1936.

Power to purchase fire truck and equipment is vested in city council and not in civil service commission. Op. Atty. Gen. (688c-1), Mar. 5, 1937.

**131.**

City may hire more than one band. Op. Atty. Gen. (59b-3), Jan. 30, 1937.

**144.**

Certificates of indebtedness issued during the year 1934 cannot be indirectly extended by renewal and combining two tax levies for years 1934 and 1935. Op. Atty. Gen. (59a-51), Feb. 26, 1935.

**149.**

Op. Atty. Gen. (63a-1), Dec. 13, 1937; note under §36.

**171.**

Power to purchase fire truck and equipment is vested in city council and not in civil service commission. Op. Atty. Gen. (688c-1), Mar. 5, 1937.

**222.**

City may not expend money to assist baseball team representing city. Op. Atty. Gen. (59a-22), May 8, 1935.

Whether city money may be expended to further activities of private organization, such as Girl Scouts and Boy Scouts depends largely upon nature and scope of activities. Op. Atty. Gen. (59a-22), May 8, 1935.

**CLOQUET.**

**Charter.**

Mason's Stat. §1799-1, et seq., does not apply to city of Cloquet, but such city has power to construct a sewage disposal plant under Mason's Stat. 1927, §1880, et seq. Op. Atty. Gen. (387b-9), Aug. 7, 1935.

**186.**

City of Cloquet may accept donation of a building to be used as a civic recreational center in connection with its park system. Op. Atty. Gen. (700d-16), Nov. 2, 1936.

**Ordinance.**

**124.**

Applicant for a non-intoxicating malt liquor license who has been convicted of violating city ordinance of Cloquet cannot be granted a license. Op. Atty. Gen. (2181-2), June 13, 1938.

**COLUMBIA HEIGHTS.**

**Charter.**

**2.**

City may purchase stock from cooperative association engaged in oil and petroleum business, if ownership of

stock will impose no financial obligation in form of assessments or liability for death of association. Op. Atty. Gen. (93a-38), May 19, 1936.

**14.**

City cannot make official publication in newspaper owned by mayor, even though such newspaper is the only one in the city and was designated as official newspaper prior to election of mayor. Op. Atty. Gen. (707b-6), July 22, 1935.

**65.**

After budget has been prepared for year, council may reduce salaries during time which budget was prepared for only by a four-fifths vote of its members, "salaries" being distinguished from word "wages." Op. Atty. Gen., May 31, 1933.

**70.**

Credit union may not be designated as city depository nor may city funds be invested in securities thereof. Op. Atty. Gen. (53b), Nov. 21, 1935.

**c. 2.**

**15.**

Present city manager's official bond may be fixed at a sum less than \$5,000. Op. Atty. Gen. (45b-2), May 6, 1937.

**c. 8.**

**77.**

Local improvements may be instituted either upon resolution by four-fifths vote of council or by resolution adopted by majority vote after filing of petition by 51 per cent of resident owners of real estate to be assessed therefor. Op. Atty. Gen. (59a-53), Sept. 3, 1936.

**82.**

City council may commence street improvement and pay part of cost out of general funds and assessed balance of abutting property owners, and may start improvements out of general funds before giving owners a hearing on matter of assessments. Op. Atty. Gen. (396c-6), Dec. 22, 1936.

**COMFREY.**

**Ordinance.**

Ordinance declaring the practice of going in and upon private residences by solicitors, peddlers, hawkers, itinerant merchants, and transient vendors of merchandise, when uninvited, to be a nuisance, is valid. Op. Atty. Gen. (477b-21), July 2, 1934.

**COSMOS.**

**Ordinance.**

One selling liquor without license required by village ordinance may be prosecuted either under state law or under ordinance. Op. Atty. Gen. (217e-2), Nov. 15, 1934.

**DAWSON.**

**Charter.**

Amendment to home rule charter may be submitted at special election called for that purpose. Op. Atty. Gen. (64t), Nov. 6, 1935.

**DETROIT LAKES.**

**Charter.**

Chief of police of city of Detroit Lakes is an employee under compensation law, but whether street commissioner of that city is an employee depends on whether or not he is an official or mere employee. Op. Atty. Gen. (359a-23), Dec. 17, 1934.

City may not appropriate money to the veterans of foreign wars for the purpose of securing a state convention, and for purpose of advertising. Op. Atty. Gen. (355a), July 20, 1935.

Municipal liquor store of Detroit Lakes may advertise in convention booklet, subject to same restrictions as are imposed on private stores. Op. Atty. Gen. (218a), May 15, 1936.

**147.**

City may acquire by gift land used as a golf course, though such land is incumbered, provided city does not assume the indebtedness, and provided it is not to be used as private golf course by members of club making gift. Op. Atty. Gen. (59b-11), Aug. 30, 1935.

**c. 6.**

**89.**

This section does not relate to revenue certificates of indebtedness or a conditional sales contract payable out of net earnings of municipally owned utilities. Op. Atty. Gen. (59a-36), Jan. 6, 1938.

**103.**

Water and light commission, with approval of city council, may issue certificates of indebtedness and enter into a conditional sales contract payable solely out of net earnings of light plant, to obtain enlargement of generating equipment, without a vote of electors.

APPENDIX No. 3—CITY CHARTERS AND MUNICIPAL ORDINANCES

**DULUTH.**

**Charter.**

Laws 1935-36, Sp. Sess., c. 44, relating to issuance of municipal employment project bonds of city of Duluth, was legally passed through second and third readings and votes were had on same day, though legislative journal did not show that there was a vote to constitutional rule requiring a reading on three separate days. Op. Atty. Gen. (32q), May 1, 1936.

Board of education of city of Duluth is not a department of city, and it is no part of official duties of city attorney to act for board, and board has power to retain an attorney and pay him upon a continuing monthly basis, and also has power to authorize employees to attend conventions. Lindquist v. A., 196M233, 265NW54. See Dun. Dig. 6586, 8675.

Charter amendment must be accepted by 3/5 of qualified voters voting at a special election at which such amendment is submitted. Op. Atty. Gen. (63h-4), June 2, 1936.

City under civil service ordinance cannot require employees who are members of national guard or naval militia to take their vacations at the same time that they are engaged in military training. Op. Atty. Gen. (310h), Feb. 28, 1939.

**3.**

City of Duluth may adopt ordinance declaring sewage disposal plants to be a public utility and issue bonds to pay cost of completing same payable out of rentals or charges for use of such plants, without an election, and sell them to the state. Op. Atty. Gen. (387b-9), Sept. 23, 1937.

**8.**

City of Duluth should determine by ordinance question of whether or not voting machines shall be used at elections, and number of such machines, but ordinance may be so drawn that council may by resolution from time to time direct use of machines at such polling places as may be designated in resolution. Op. Atty. Gen. (518), Mar. 10, 1938.

**31.**

City may purchase automobiles without advertising for bids where old cars are not to be traded in and advertising would be a waste of time. Op. Atty. Gen., July 28, 1931.

**34.**

This section is superseded by Mason's Stat., §3279, with reference to examination and publication of books and accounts of cities of first class. Op. Atty. Gen., Aug. 3, 1933.

**55.**

City of Duluth may adopt ordinance declaring sewage disposal plants to be a public utility and issue bonds to pay cost of completing same payable out of rentals or charges for use of such plants, without an election, and sell them to the state. Op. Atty. Gen. (387b-9), Sept. 23, 1937.

**57.**

City may not purchase land on installment plan, but divisible portion may be purchased and an option taken on balance. Op. Atty. Gen. (59a-40), Oct. 3, 1938.

**61.**

Sprinkling tax is not a special assessment, and is deductible in federal income tax return. 27 U. S. Board of Tax Appeals 101.

**83.**

Where a city, such as Duluth, is operating under a home rule charter, it has authority to regulate the rate of a public service corporation and to require such reasonable extension as fact warrants. Op. Atty. Gen. (524c-11), Aug. 20, 1934.

**107.**

Op. Atty. Gen. (518), Mar. 10, 1938, note under §8.

**Ordinance.**

Evidence held to sustain conviction for transportation of intoxicating liquor in violation of ordinance of City of Duluth. City of Duluth v. V., 186M393, 243NW394.

City ordinance prohibiting driving car while intoxicated should be construed as applicable only to highways located within city, though it purported to cover all highways, and it was valid. City of Duluth v. L., 199M470, 272NW389. See Dun. Dig. 41677.

In prosecution for driving while intoxicated evidence held sufficient to sustain finding that defendant was driving at time of accident and was under influence of liquor. Id.

Duty of maintaining streets and sidewalks reasonably safe for travel rests upon municipality, and street railway was not liable for ruts near rails caused by plowing snow and use by automobiles. Phelion v. D., 202M224, 277NW552. See Dun. Dig. 6818.

**No. 1126.**

One denied permit to alter or repair building has several remedies and is not denied due process of law. Zalk & Josephs Realty Co. v. S., 191M60, 253NW8.

One denied permit to alter or repair building had right to appeal, to bring suit to test validity of ordinance, or to wait until action was brought against it, and then defend on any and all grounds of invalidity of ordinance. Id.

Ordinance held not objectionable as delegating legislative power to building inspector. Id.

**No. 1126, §419.**

Refusal of building inspector to permit repair of a building, damaged by fire and deterioration to extent of more than 50% of a similar new building, rested upon a sufficient fact basis, as shown by undisputed facts. Zalk & Josephs Realty Co. v. S., 191M60, 253NW8.

Building inspector, an administrative officer, was not required to make findings of fact, where no statute or ordinance so required. If he erred in his opinion or conclusion as to the facts, there was adequate remedy by appeal or other proceeding. Id.

Ordinance was not invalid because it authorized building inspector to refuse a permit when, in his "opinion," the building was damaged to the extent stated, instead of using the word "judgment," or the word "conclusion." Id.

Ordinance in reference to frame buildings located within the fire limits of a city of the first class, is not unreasonable or arbitrary. Id.

Section does not conflict with other related sections of same ordinance or with state statute prescribing powers and duties of state fire marshal. Id.

Language of section is not indefinite or uncertain. Id. Section cannot be so construed as to apply only in case 50% damage to building is result of one single cause or of last fire in building. Id.

Where building is destroyed by fire in excess of 50% and city ordinance makes it unlawful to alter or repair such building, insured is entitled to recover total loss. Id.

**Impure Food.**

Evidence sustained conviction for selling decomposed meat in violation of city ordinance. City of Duluth v. C., 187M149, 244NW552.

**Building Code.**

**102.**

Building inspector of city of Duluth may not issue a permit to do electrical work to a person not licensed under state law. Op. Atty. Gen. (188b), March 24, 1938.

**201.**

Applicant for building permit must furnish sufficient plans and specifications to enable building inspector to comprehend nature and character of work, exact amount of detail required being one of fact to be determined by inspector. Op. Atty. Gen., Nov. 22, 1933.

**414.**

This section was properly withheld from jury's consideration in action against city and building owner for injuries to one slipping upon ice formed on sidewalk due to melting of snow on cornice. Mesberg v. C., 191M393, 254NW597.

**4910.**

Building inspector of city of Duluth may not issue a permit to do electrical work to a person not licensed under state law. Op. Atty. Gen. (188b), March 24, 1938.

**Teachers' Retirement Fund Association.**

Funds of association realized from contributions by members are not subject to the moneys and credits tax. Op. Atty. Gen. (414d-15(1)), May 12, 1934.

**EAGLE BEND.**

**Ordinance.**

Village scavenger ordinance does not bind school district within village, and village cannot require school district to employ official scavenger to clean septic tank. Op. Atty. Gen. (161b-11), May 12, 1938.

**ELY.**

**Charter.**

City warrants or orders should be paid in order of their presentation and not in order of issuance. Op. Atty. Gen., May 27, 1933.

A license is not a contract and an alderman of a city may receive a license to sell intoxicating liquors, except that he cannot vote on his own application. Op. Atty. Gen. (218g), Feb. 15, 1935.

**65(1).**

City of Ely has authority to construct and maintain a community building and issue bonds therefor. Op. Atty. Gen. (59a-7), Aug. 5, 1935.

**75.**

Taxes levied and in process of collection cannot be deducted from the present indebtedness in determining debt limit of city. Op. Atty. Gen. (519c), May 26, 1936.

City charter debt limits have no binding application where bonds are to be purchased by state board of investment. Op. Atty. Gen. (59a-7), April 15, 1933.

If valid when issued warrants do not become invalid later on by reason of a change in assessed valuation which municipal charter uses as yardstick, and a funding operation creates no new debts. Id.

#### 75(2).

City of Ely has authority to construct and maintain a community building and issue bonds therefor. Op. Atty. Gen. (59a-7), Aug. 5, 1935.

#### 208.

This section is constitutional. Op. Atty. Gen., June 23, 1932.

#### 209.

City of Ely has authority to construct and maintain a community building and issue bonds therefor. Op. Atty. Gen. (59a-7), Aug. 5, 1935.

#### c. 3, §25.

In special municipal elections in city of Ely, procedure specified in §§1828-21, 1828-31, Laws 1933, c. 203, may be followed. Op. Atty. Gen., Oct. 20, 1933.

#### c. 10.

City has no power to enter into lease contract looking to purchase of stoker for city hall. Op. Atty. Gen., Aug. 8, 1933.

#### 87.

Bids are not required where city purchases a parcel of land upon which a garage is situated in which it desires to store trucks and equipment, but bids are necessary if it is desired to purchase the garage without the land. Op. Atty. Gen., Oct. 12, 1933.

### EVELETH.

#### Charter.

A municipal court officer is not a policeman and so is not under civil service; and mayor has power to appoint such officer without approval of city council; city council's only power in premises being to reject as legally insufficient or to approve bond put up by such officer. State v. City of Eveleth, 194M44, 260NW223.

As city council had power to determine compensation of officers and employees, a fire department captain who accepted payment of 75% of his regular salary after passage of resolution placing fire department on three-quarter time service could not under any theory of contract or quantum meruit recover the other quarter of the salary because fire chief compelled him to work full time under threat of discharge. Nelson v. C., 197M394, 267 NW261. See Dun. Dig. 6600.

Evidence supports court's finding that city clerk was not entitled to additional compensation for services rendered as commissioner of registration of city of Eveleth. Jerome v. B., 202M485, 279NW237.

One having claim against city of Eveleth, operating on cash basis, is not entitled to interest from date of allowance of claim to payment. Op. Atty. Gen., July 11, 1932.

Neither charter commission nor city council have authority to revise or supervise charter amendments presented to commission by petition, and courts have no jurisdiction to determine constitutionality until electors have acted. Op. Atty. Gen., Aug. 25, 1933.

Municipality may make a levy to pay judgments in addition to maximum amount permitted by statute. Op. Atty. Gen. (5191), Oct. 12, 1934.

Question of construction of power plant and issuance of bonds to pay therefor should be separately submitted at special election. Op. Atty. Gen. (36b-4), Oct. 15, 1935.

Whether or not an assessor may appoint an assistant or deputy in the city of Eveleth, it is within power of city attorney to employ a mining engineer or any other expert with consent of city council for purpose of having expert testimony available for pending or expected litigation involving taxation of mines. Op. Atty. Gen. (12e), August 10, 1933.

A mining engineer may be employed if absolutely necessary to assist attorney in preparation for tax litigation involving mining properties, but a mining engineer may not be employed on a permanent salary. Op. Atty. Gen. (59a-4), August 30, 1933.

#### 6.

Sections 212 to 236, Mason's Stat., supersede any inconsistent charter provisions respecting municipal courts. Op. Atty. Gen., Jan. 25, 1934.

#### 47.

One acting as assistant assessor in city of Eveleth was not officer and there was no vacation of office by reason of his conviction of crime. Op. Atty. Gen., May 14, 1932.

Civil service rule requiring chief of police to be resident of city is valid. Op. Atty. Gen. (785b-3), June 25, 1936.

#### 70.

City may pay expenses of committee traveling to Washington with reference to PWA project but there

must first be some action authorizing it upon part of city council. Op. Atty. Gen., Feb. 9, 1934.

Irrevocable future pledging of profit of electric power plant may be had for payment of bonds used in purchasing or constructing power plants by city of Eveleth. Op. Atty. Gen. (59a-7), May 31, 1935.

#### 79.

Irrevocable future pledging of profit of electric power plant may be had for payment of bonds used in purchasing or constructing power plants by city of Eveleth. Op. Atty. Gen. (59a-7), May 31, 1935.

City of Eveleth held authorized to issue without vote of electors bonds to refund certificates of indebtedness issued to 1933, 1934, and 1935. Op. Atty. Gen. (361), Aug. 6, 1937.

#### 80.

Council is to determine whether or not delinquencies will result from taxes withheld pending dispute over mineral valuation. Op. Atty. Gen. (59a-51), Mar. 7, 1935.

#### 82.

Bonds for power plant issued under §1938-3 have a preference of current operating expenses of city to extent that provision must be made for levy of sufficient tax to take care of bonds, but where sufficient levy has been made but collections are insufficient to pay principal and interest, bondholders are not entitled to look to other tax revenue funds levied for other city purposes. Op. Atty. Gen. (59a-7), May 31, 1935.

#### 83.

City council may issue certificates of indebtedness against any of separate funds of city in anticipation of tax collections up to 90% of amount named in tax estimate as determined by city council pursuant to provisions of §80. Op. Atty. Gen. (59a-51), Mar. 7, 1935.

#### 217.

Sections 212 to 236, Mason's Stat., supersede any inconsistent charter provisions respecting municipal courts. Op. Atty. Gen., Jan. 25, 1934.

#### 234.

No citizen has right to remove any record or any paper on file with city clerk from clerk's custody, even for purpose of inspection, and clerk may make rules limiting inspection under surveillance and only when record in question is not in use. Op. Atty. Gen., Oct. 26, 1933.

#### c. 9.

#### 80.

Unaccrued rent is not a debt or present obligation of a city. Ambrozich v. C., 200M473, 274NW635. See Dun. Dig. 6573, 6701.

#### c. 10.

#### 90.

A lease of real property by a city is not comprehended within a provision of city charter requiring advertisement for bids for all contracts involving expenditure of more than \$250 for commodities or services, including all labor, materials, property, lighting, services, and local and public improvements. Ambrozich v. C., 200M473, 274 NW635. See Dun. Dig. 6707.

#### Police Relief Association.

Civil service commission of city of Eveleth has right to insist upon retirement of members of police department who are over sixty years of age, even over objection of city council. Op. Atty. Gen. (785e-3), Apr. 19, 1938.

### FARIBAULT.

#### Charter.

Expense of federal district reemployment administrator for telephone toll was a proper charge against city of third class if city is operating under town system and its residents were furnished relief work. Op. Atty. Gen. (59a-22), Sept. 20, 1934.

#### 134.

City has no authority to donate funds to Community Chest, Visiting Nurses' Associations or Faribault Baseball Association. Op. Atty. Gen. (59a-22), Dec. 4, 1934.

#### 145.

City council may pass ordinance providing for compensation of practicing attorney appointed to act in place of municipal judge. Op. Atty. Gen. (3071), Jan. 19, 1938.

#### 261.

City may shut off water without liability for nonpayment of water charges from ordinary residences, business buildings, or hospitals, even over objection of state board of health. Op. Atty. Gen. (624d-5), August 18, 1939.

#### Ordinance.

#### No. A-20, §23.

City may shut off water without liability for nonpayment of water charges from ordinary residences, business buildings, or hospitals, even over objection of state board of health. Op. Atty. Gen. (624d-5), August 18, 1939.

**Ordinance.**

**A-183.**

Amendments relating to auction, bankrupt, and fire sales are constitutional. Op. Atty. Gen., Mar. 9, 1934.

**A-184.**

Ordinance is constitutional. Op. Atty. Gen., Jan. 6, 1933.

**FAIRMONT.**

**Charter.**

**4.**

Op. Atty. Gen. (59a-36), May 11, 1934; note under §74.

**38.**

Adoption of police civil service commission did not affect duty placed by charter upon mayor to appoint head of police department, except that such appointment must be made from eligible list provided by commission. Op. Atty. Gen. (785e-2), Oct. 26, 1937.

**49.**

Op. Atty. Gen. (59a-36), May 11, 1934; note under §74.

**55.**

City council may use surplus money accruing from public utilities owned by it for needs in general operation of city government, provided it maintains sufficient reserves to take care of maturing bonds. Op. Atty. Gen., May 22, 1933.

**74.**

City may make conditional sales purchase of electric line outside city limits for purpose of distributing surplus electricity. Op. Atty. Gen. (59a-36), May 11, 1934.

City of Fairmont may purchase electric line outside of city limits for purpose of distributing surplus electricity to nonresident consumers without a vote of the people. Op. Atty. Gen. (59a-36), May 11, 1934.

**75.**

City cannot be given less rate for water, light and heating service than other users. Op. Atty. Gen., May 22, 1933.

**76.**

Op. Atty. Gen. (59a-36), May 11, 1934; note under §74.

**178.**

City cannot widen street entering business section without petition signed by requisite number of abutting property owners. Op. Atty. Gen. (396c-6), Sept. 29, 1936.

**FERGUS FALLS.**

**Charter.**

In action on a city treasurer's bond, court rightly refused to compute and include interest in finding amount unpaid upon judgment recovered by city upon depository bond of a bank, since interest is not recoverable upon a treasurer's bond until demand of payment. *Benson v. A.*, 199M119, 271NW125. See *Dun*, Dig. 2702.

Notwithstanding charter provisions, city council of Fergus Falls has authority to transfer moneys from general revenue fund to poor fund when the circumstances require it. Op. Atty. Gen., Feb. 8, 1932.

City officials should meet and correct lists of electors on Tuesday preceding general election pursuant to *Mason's Stats.*, §371. Op. Atty. Gen. (639i), Oct. 11, 1934.

Home rule charter electing to come under *Laws* 1913, c. 303, may proceed thereunder notwithstanding provisions of charter. Op. Atty. Gen. (36c-9), Feb. 18, 1937.

Provisions of §1933-10 with respect to erection of a memorial for soldiers, sailors, marines and war veterans prevail over charter provisions requiring approval by 60% of electors before purchase of property of value of more than \$3,000. Op. Atty. Gen. (59b-9), Sept. 25, 1937.

**12.**

Drug store in which member of city water and light commission is interested may not sell merchandise to city library board. Op. Atty. Gen., Sept. 18, 1933.

Laundry operated by city councilman may not do laundry work for fire department. *Id.*

An assistant cashier of bank owning stock in the bank may serve on city council though bank is designated as city depository, but exception as to bankers may be unconstitutional. Op. Atty. Gen. (90c-2), Mar. 11, 1936.

An employee of a local power company who owns a few shares of stock may not serve on city council when city has valuable contracts with his company, and mayor of city may not purchase wood belonging to poor department of city. *Id.*

**27.**

Section exempts not only sureties on a city treasurer's bond but treasurer as well from liability for funds lawfully deposited in duly designated and bonded depository banks. *Benson v. A.*, 199M119, 271NW125. See *Dun*, Dig. 2700.

**94.**

Surplus funds of water and light commission may be used for night lighting of fair grounds in that city if

city officials determine that installation constitutes extension or addition of city lighting system, but surplus funds which have been transferred to "sinking fund" cannot be so used. Op. Atty. Gen. (59a-22), Apr. 13, 1937.

**95.**

City and water and light commission could not contract that city receive five per cent of gross income to be distributed by city clerk to city funds or poor fund. Op. Atty. Gen., June 13, 1932.

**101.**

Op. Atty. Gen., June 13, 1932; note under §95.

**103-105.**

Op. Atty. Gen., June 13, 1932; note under §95.

**c. 12, §150.**

City may accept a gift of land outside of city limits for purpose of conducting a park and golf course thereon and spend money in improvement of it. Op. Atty. Gen. (59a-40), March 15, 1939.

City may lease property to be used for parking of vehicles to alleviate distressing traffic conditions. Op. Atty. Gen. (59a-40), May 31, 1939.

**Ordinance.**

City council may refuse to grant license to pin ball machines if it believes it to be a gambling device, though ordinance permits license to game of skill. Op. Atty. Gen. (59a-26), May 10, 1938.

**Zoning Ordinance.**

Coal yard does not come within language of Ordinance relating to glue factories, dye works, etc. Op. Atty. Gen. (59a-32), June 24, 1936.

**GLENWOOD.**

**Charter.**

Manner of choosing library board, discussed. Op. Atty. Gen., Nov. 29, 1933.

Mayor, or any other member of the city council may bind the city for poor relief in case of an emergency without action by the full board. Op. Atty. Gen. (339g), Jan. 9, 1937.

Appointment or election of members of library board should be prescribed by terms of home rule charter. Op. Atty. Gen. (285a), Aug. 24, 1937.

**35.**

Offices of city treasurer and city clerk are incompatible. Op. Atty. Gen. (358e-1), Apr. 7, 1937.

**81.**

Failure of publisher to file an affidavit of publication of an ordinance did not invalidate it or election following, if ordinance was in fact published. Op. Atty. Gen. (59a-32), Apr. 7, 1938.

**89.**

It was immaterial that city commission did not "order" publication of ordinance, if it was in fact published. Op. Atty. Gen. (50a-32), Apr. 7, 1938.

**Ordinance.**

**7.**

If franchise for electric lighting was made for period of more than 20 years under *Mason's Stats.*, §§1312 to 1317, city is not estopped to deny its validity. Op. Atty. Gen., Nov. 28, 1933.

**32.**

This ordinance is valid. Op. Atty. Gen. (59a-32), Apr. 7, 1938.

**GRAND RAPIDS.**

**Charter.**

*Mason's Stat.*, §1163-1 applies to this village. Op. Atty. Gen. (469b), Oct. 11, 1934.

**Ordinance.**

**78.**

Dairy inspector of a village is not subject to soldiers' preference act if he is head of department. Op. Atty. Gen. (85i), Feb. 10, 1938.

**GRANITE FALLS.**

**Charter.**

Municipality in maintaining parks and bathing beaches acts in a governmental capacity and is not liable to a person becoming infected as a result of bathing in polluted water, if the city is in no way responsible for such pollution. Op. Atty. Gen. (283d-1), Apr. 17, 1936.

**82.**

Class of securities in which fund may be invested is controlled by *Mason's Stats.* §1938-11. Op. Atty. Gen. (616d-12), Jan. 18, 1937.

c. 2.

7.

There is no general statutory provision specifically providing procedure for calling and conducting special election to vote on bond issue or what constitutes due notice to electors. Op. Atty. Gen., Aug. 14, 1933.

c. 3, §23.

Doctor, on city council of Granite Falls, was entitled to receive compensation from insurance company for caring for injured city employees. Op. Atty. Gen., Mar. 30, 1932.

Veterinarian, who is member of city council of Granite Falls, may not be employed as city dairy inspector and receive salary therefor. Op. Atty. Gen., Mar. 30, 1932.

Railroad station agent, though member of city council of Granite Falls, may send freight or receive freight or express on railroad for which he works, providing he receives salary from railroad unaffected by city freight or express. Op. Atty. Gen., Mar. 30, 1932.

President of bank should not be permitted to write insurance policies on city property, commissions going to bank where cashier of bank is city treasurer and is stockholder in bank. Op. Atty. Gen., Mar. 30, 1932.

c. 5, §7.

Op. Atty. Gen., Aug. 14, 1933; note under c. 2, §7.

**HASTINGS.**

**Charter.**

Op. Atty. Gen., April 20, 1931; note under §1828-61. Mason's Stat., 1927, §1727, supersedes provision regarding limitation upon total tax levies. State v. Brown, 189 M257, 243NW822.

In addition to levy authorized by Mason's Stat., 1927, §1727, city may make levy for its valid bonded indebtedness and interest thereon incurred prior to 1929. Id.

Whether city council could be compelled to levy tax for bond or to expend tax for that purpose would depend upon wording of ordinance authorizing levy of tax, which was submitted to and carried by electors. Op. Atty. Gen., Aug. 10, 1933.

c. 3, §6.

City council may not first take secret ballot and then pass motion of one alderman that person receiving highest number of ballots be declared elected by a viva voce ballot. Op. Atty. Gen. (63a-1), May 21, 1934.

c. 4.

§6.

Resolution adopting civil service commission act for fireman and policemen is in nature of a legislative act required to have three readings. Op. Atty. Gen. (62b), May 2, 1938.

City council may authorize issuance of bonds by resolution adopted at special meeting. Op. Atty. Gen. (63b-3), Aug. 10, 1938.

§8.

After city council of Hastings appropriated money to be used for construction of a bridge by a two-thirds' vote, it could thereafter audit and allow claim against sum so appropriated upon the majority vote. Op. Atty. Gen. (63b-2), Sept. 2, 1936.

§16.

City council may not first take secret ballot and then pass motion of one alderman that person receiving highest number of ballots be declared elected by a viva voce ballot. Op. Atty. Gen. (63a-1), May 21, 1934.

c. 5.

§2.

City purchasing fire engine under conditional sales contract is not bound thereby, but may be obligated to pay value of benefits from use of engine. Op. Atty. Gen., June 3, 1932.

§3.

This section and not §1938-6 controls number of voters necessary to authorize issuance of bonds. Op. Atty. Gen. (63b-3), Aug. 10, 1938.

**HERON LAKE.**

**Charter.**

Village council may sell land no longer needed without vote of people. Op. Atty. Gen. (469a-15), Sept. 23, 1935.

Repeal of Laws 1875, c. 139, by §10962 did not affect villages, such as Heron Lake, operating thereunder, and such laws govern repairing of sidewalks and paving of streets. Op. Atty. Gen. (484e-4), Apr. 15, 1936.

Village assessor is limited in his compensation to 60 days services assuming that he is not required to put in extra time at request of county auditor. Op. Atty. Gen. (12b-1), Jan. 25, 1939.

Mason's Supp., 1939, §1199 does not apply to such villages as Heron Lake. Id.

Vote of people is required before more than \$500 can be expended for any one purpose. Id.

Compensation of village assessor is governed by laws fixing compensation of town assessor. Id.

Village of Heron Lake may treat streets with tarvia upon action of council alone and with use of general funds, and without a vote of the people even though cost is over \$500. Op. Atty. Gen. (396a-2), July 12, 1933.

**HOWARD LAKE.**

**Ordinance.**

An ordinance granting a franchise to electric light and power company not exclusive in terms does not interfere with or restrict right of city or village to establish, construct, and operate an electric light and power system, nor from purchasing electric energy and distributing same through its own system. Op. Atty. Gen. (624c-6), Nov. 18, 1937.

**HUTCHINSON.**

**Charter.**

§1.

City has authority to pay insurance premiums on policies of poor person if governing body finds that it is to the best interests of the municipality to thus protect itself. Op. Atty. Gen. (339n), Aug. 9, 1934.

c. 4, §10.

Treasurer is relieved of liability by designation of depositary by city council. Op. Atty. Gen., May 31, 1933.

c. 5.

§10.

Op. Atty. Gen., May 31, 1933; note under c. 4, §10.

§21.

Where question of liquor license was held under city charter, question could again be submitted under state liquor control act following year, notwithstanding limitations contained in city charter. Op. Atty. Gen. (218c-1), March 15, 1938.

c. 7, §5.

Notwithstanding provision in franchise to contrary, city has right to purchase public utility plant at the end of every term of five years. Op. Atty. Gen., Mar. 24, 1932.

c. 13, §10.

Whole cost of sewer system may be assessed against property owners affected, including cost of intersections. Op. Atty. Gen. (387B-1), March 10, 1939.

**INTERNATIONAL FALLS.**

**Charter.**

Op. Atty. Gen., Apr. 27, 1931; note under §§1828-43, 1828-82.

Council has no power to make donation to assist state federation of labor in holding a convention in that city. Op. Atty. Gen. (61a), July 20, 1934.

City cannot under any circumstances pay more than two-thirds of legal rates for publication of city's legal business, regardless of code. Op. Atty. Gen. (314b-2), Apr. 30, 1935.

Laws 1935, c. 118, relating to salaries of assessors, has no application to cities under home rule charters. Op. Atty. Gen. (12a-1), Aug. 16, 1935.

Council may abolish office of clerk of water department and transfer duties to city clerk, if done in good faith for some legitimate purpose. Op. Atty. Gen. (63a-1), June 5, 1936.

Decoration of city streets is legal if primary object is to serve a public purpose. Op. Atty. Gen. (59a-32), July 23, 1937.

Any political subdivision of state may contribute toward establishment of free public employment offices. Op. Atty. Gen. (885m-13), Dec. 18, 1937.

Regardless of provisions of charter a city could contribute money toward payment of rental of quarters for local WPA unit administrative offices. Op. Atty. Gen. (59a-3), May 16, 1939.

19.

City has authority to purchase such equipment as will be reasonably necessary to equip and maintain parks, playgrounds and bathing beaches, including bats, balls, slides, diving boards, nets, refreshment stands, etc. Op. Atty. Gen. (69a-38), June 1, 1934.

39.

This charter provision prevails over Mason's Stats., §1828-76, with reference to vacating streets. Op. Atty. Gen. (396c-18), June 2, 1934.

c. 1, §4.

Each ward constitutes an election precinct and additional precincts may be established only by creating additional wards. Op. Atty. Gen. (64s), Dec. 6, 1938.

c. 4, §4.

Mayor may use part of contingent fund to assist state federation of labor in holding annual convention in the city, in the absence of a specific prohibition in the charter as to the purposes for which such fund may be used. Op. Atty. Gen. (61a), July 20, 1934.

**c. 6, §10.**

City council may not appoint or designate additional clerk hire to city clerk. Op. Atty. Gen. (63a-1), June 5, 1936.

**c. 7, §9.**

Where city council fails by tie vote to approve contract pursuant to bids for snow removal equipment, it may reconsider such action at a subsequent meeting where more members of council are present and authorize contract without re-advertising for bids. Op. Atty. Gen. (707a-4), Dec. 1, 1937.

**c. 8, §1.**

Police Civil Service Act applies to this city and it may take advantage thereof without amending its charter. Op. Atty. Gen. (735E), Nov. 16, 1934.

**c. 10, §4.**

Members of board of review are only entitled to compensation for days between fourth Monday in June and Friday next preceding the first Monday in July, notwithstanding it may be necessary to work for a longer time to complete review and equalization. Op. Atty. Gen. (59a-52), July 20, 1934.

**c. 11.**

City has authority to employ and pay a competent bond attorney if necessary to sale of bonds, such not being ordinary legal business of cities which must be taken care of by city attorney. Op. Atty. Gen. (779n), May 24, 1935.

**c. 16.**

City of International Falls by adoption of home rule charter without providing for election of justice of the peace, abolished that office. Op. Atty. Gen. (306a), Apr. 9, 1936.

**c. 47.**

p. 76. City council has no authority to recall special assessments which have been certified to county auditor and entered upon the tax books and levied upon the real property affected for purpose of allowing them to be paid in installments or for any other purpose, and county auditor does not have authority to cancel such special assessments, and no officer has authority to accept in payment of full of any special assessment any amount which is less than the amount of the assessment together with penalties and interest, in absence of judgment of court reducing amount of assessment. Op. Atty. Gen. (63b-20), Dec. 28, 1934.

**Ordinance.**

City may require plumbers and electricians operating under an independent contract to take out licenses under city ordinances before performing work on a federal building. Op. Atty. Gen. (338a), Mar. 15, 1935.

Certificate of convenience issued to auto transportation company by railroad and warehouse commission does not exclude company from ordinance provisions of city or village requiring company to obtain a license for privilege of operating within municipality. Op. Atty. Gen. (371b-1), Apr. 15, 1935.

Confession of judgment under Mason's Stats., §2176-11, does not operate as payment of taxes within meaning of resolution of city council prohibiting issuance of malt liquor licenses for places upon which taxes have not been paid in full. Op. Atty. Gen. (217j), May 4, 1936.

**Relief Association.**

Where member of fire department became ill and was placed on "disability list" and was dropped as an "active member", and no longer paid any dues, his widow was not entitled to benefits. Op. Atty. Gen. (198a-1), Apr. 27, 1938.

**JACKSON.**

**Charter.**

**c. 2, §9.**

Effect of laws 1939, c. 345, upon elections in city stated. Op. Atty. Gen. (64f), July 5, 1939.

**94.**

Electors at an election called for purpose of authorizing sale of real estate may authorize city county to sell land without specifying minimum price. Op. Atty. Gen. (59a-40), Apr. 30, 1937.

City council may not sell real estate without vote of electors at special election, but such election may be held on same day as regular city election, separate boxes being used. Op. Atty. Gen. (59a-40), Jan. 26, 1938.

City may lease city real estate to private individuals if not needed for public purposes, provided a reasonable rental is charged and lease reserves city right to terminate at any time building is needed for public use. Op. Atty. Gen. (59a-40), Jan. 26, 1938.

**118.**

It is not necessary to advertise for bids in employment of an architect. Op. Atty. Gen. (707a-1), July 14, 1938.

**Ordinance.**

**66.**

Ordinance is not regularly adopted where read at regular meeting and two adjournments thereof. Op. Atty. Gen., Oct. 12, 1931.

**JANESVILLE.**

**Special Laws, 1877.**

A village is not liable for accident occurring while its fire department is responding to calls though firemen may be personally liable. Op. Atty. Gen. (688h), May 19, 1936.

**KENNEDY.**

**Ordinance.**

World War veterans are not exempt from poll tax. Op. Atty. Gen. (422b), May 22, 1934.

**LAKE CITY.**

**Charter.**

Special Laws 1875, c. 163, giving city power to operate ferry across river, became a part of home rule charter to same extent as if incorporated verbatim therein. Op. Atty. Gen., Nov. 7, 1933.

Laws 1875, c. 163, became part of Lake City home rule charter. Id.

Though home rule charter provides that mayor shall be chief of police, city marshal may make reports to bureau of criminal apprehension. Op. Atty. Gen. (985f), Feb. 5, 1936.

If management and control of city owned utilities including power to enter into contract for purchase and installation of electrical equipment, is vested in the water and light board, and not under supervision of city council, a member of the water and light board may not receive compensation for installation. Op. Atty. Gen. (707b-6), Mar. 18, 1936.

City may adopt ordinance classifying plumbers and establishing minimum requirements in order to obtain licenses, and may adopt by ordinance classification embodied in Laws 1933, c. 349 (§5887-10 to §5887-29). Op. Atty. Gen. (338a), Apr. 23, 1936.

Only such proceedings of city council as charter specifically requires must be published. Op. Atty. Gen. (59a-17), Aug. 24, 1937.

Offices of mayor and health officer of Lake City are incompatible. Op. Atty. Gen. (358e-1), May 3, 1938.

A public hospital supported by taxation cannot refuse a licensed chiropractor or osteopath right to take patient into hospital. Op. Atty. Gen. (1001a), May 25, 1939.

**c. 3, §2.**

Common council may only borrow money to pay for labor in construction for sewage disposal plant in anticipation of current revenue. Op. Atty. Gen., Oct. 2, 1933.

**c. 4.**

**§2.**

Council may not adopt ordinances and resolutions at executive sessions without recording of ayes and nays. Op. Atty. Gen. (63a-5), Dec. 2, 1937.

**§5.**

Common council may enter into lease with hospital corporation or may enter into another agreement for hospitalization service. Op. Atty. Gen., Oct. 30, 1933.

**c. 4, §4.**

Surplus earnings from water and light funds may be used for city purposes generally. Op. Atty. Gen. (59a-36), Feb. 9, 1937.

**c. 4, §14.**

City may lease ferry across river, though it entails payment of money to lessee. Op. Atty. Gen., Nov. 7, 1933.

Under Sp. Laws 1875, c. 163, §2, city may lease ferry across river, though it entails payment of money to lessee. Id.

**c. 8, §8.**

There is no charter or statutory provision requiring that Lake City advertise for bids before purchasing personal property, such as a truck. Op. Atty. Gen. (59a-38), May 7, 1936.

**c. 10, §11.**

Where surplus earning of water and light fund are to be used for general municipal purposes, water and light board should draw on city treasurer from such surplus fund and then in turn issue an order to city treasurer as such for money needed for other municipal purposes. Op. Atty. Gen. (59a-36), Feb. 9, 1937.

**c. 12, §1.**

City may acquire land for purpose of a public bathing beach. Op. Atty. Gen. (59a-22), April 26, 1939.

**c. 16, §1.**

City may establish sewage disposal plant either under charter or under Laws 1925, c. 382. Op. Atty. Gen., Oct. 2, 1933.

**c. 16, §3.**

Common council may only borrow money to pay for labor in construction for sewage disposal plant in anticipation of current revenue. Op. Atty. Gen., Oct. 2, 1933.

**c. 16, §4.**

Sewage disposal plant may be established by improvement of day labor and purchase of material without letting contract on competitive bids. Op. Atty. Gen., Oct. 2, 1933.

**Zoning Ordinance.**

Filing of application for a permit to construct filling station gives no person such right as will prevent amendment of ordinance prohibiting filling stations, unless he does something of a substantial character toward construction of station before enactment of new zoning ordinance. Op. Atty. Gen. (59a-32), Dec. 7, 1937.

**LANESBORO.  
Ordinance.**

It is not necessary to prove intention under ordinance prohibiting sale to a minor. Op. Atty. Gen. (494b-21), June 22, 1937.

**LE SUEUR.  
Charter.**

Offices of alderman and constable are incompatible. Op. Atty. Gen., May 9, 1933.

Special election on bond issue for parks and playgrounds may be held on same day as primary election or general election, but a special ballot box must be provided. Op. Atty. Gen. (64t), Apr. 5, 1938.

Cities of the fourth class operating under special laws or home rule charters need not publish financial statements. Op. Atty. Gen. (277B-2), May 15, 1939.

City officers can not be interested in contracts with city. Op. Atty. Gen. (90e-5), May 18, 1939.

**c. 4.**

**§5.**

City may purchase Diesel engine costing more than \$1,000 without vote of people where indebtedness is to be paid out of net revenues to be derived from electric and water plant. Op. Atty. Gen. (624e-8), Feb. 18, 1937.

**§14.**

Voters must authorize sale of real estate owned by city. Op. Atty. Gen. (59a-40), May 26, 1936.

City of Le Sueur is authorized to construct a municipal swimming pool and playground, and may issue bonds therefor in an unlimited amount so long as total bonded indebtedness does not exceed 10% of assessed valuation of property. Op. Atty. Gen. (59b-11), Apr. 27, 1938.

**c. 7, §11.**

City of Le Sueur may exceed its debt limitation in purchasing Diesel engine to be used in operating an electric light and power plant, but cannot expend more than \$1,000 therefor without a vote of electors. Op. Atty. Gen. (624e-8), Dec. 7, 1936.

City may purchase Diesel engine costing more than \$1,000 without vote of people where indebtedness is to be paid out of net revenues to be derived from electric and water plant. Op. Atty. Gen. (624e-8), Feb. 18, 1937.

**LINDSTROM.  
Ordinance.**

**No. 30, §12.**

Cost of extension of village water system outside its limits to Fairview cemetery may be charged against Cemetery Association Permanent Improvement Fund. Op. Atty. Gen., May 21, 1933.

**LITCHFIELD.  
Charter.**

Village may purchase Diesel engine without advertising for bids. Op. Atty. Gen. (707a-15), Nov. 17, 1936.

Village of Litchfield owning and operating electric light power plant may purchase appliances, such as electric stoves, and sell them to village consumers of light and power. Op. Atty. Gen. (624c-5), Apr. 27, 1937.

Special Laws 1887, c. 27, as amended by Special Laws 1889, c. 40, does not authorize council to make an appropriation to the American Legion drum and bugle corps for purchase of uniforms and equipment. Op. Atty. Gen. (469c-1), May 9, 1938.

**c. 5, §2.**

City of Litchfield has authority to acquire and maintain a golf course. Op. Atty. Gen. (469a-12), June 4, 1937.

**LITTLE FALLS.  
Charter.**

City cannot issue bonds for construction of storm sewers without vote of electors. Op. Atty. Gen. (387b-10), Feb. 15, 1938.

**1.**

City may maintain and establish a bathing house and beach for use of inhabitants. Op. Atty. Gen. (283d-1), June 27, 1935.

**14.**

Term of health officer is one year. Op. Atty. Gen. (59a-29), Apr. 13, 1937.

**32.**

City may maintain and establish a bathing house and beach for use of inhabitants. Op. Atty. Gen. (283d-1), June 27, 1935.

Though city council is without authority to pass ordinance "based purely on aesthetic reasons", it may pass and enforce an ordinance requiring cleaning of yards in interest of public health. Op. Atty. Gen. (59a-32), Sept. 13, 1939.

**56.**

City may issue bonds without vote of electors. Op. Atty. Gen. (624d-1), Oct. 22, 1935.

**89.**

Publication of franchise ordinance must contain all terms and conditions of contract entered into between utility and city, and it is not enough that contract is filed with city clerk. Op. Atty. Gen. (624c-6), Feb. 23, 1937.

**Ordinance.**

Restrictions against screens, chairs or tables in a place where liquor is sold are reasonable. Op. Atty. Gen. (218i), June 5, 1934.

**LIVERNE.**

**Charter.**

City of Luverne could enter into contract for purchase of diesel generating unit, to be paid for out of earnings of power plant only, without calling for bids. Op. Atty. Gen. (707a-4), Aug. 12, 1937.

City of Luverne may purchase property and construct swimming pool in cooperation with federal government under WPA project without vote of electors, so long as issuance of bonds is not required and so long as warrants to be issued will not exceed taxes assessed and in process of collection. Op. Atty. Gen. (59b-11), Jan. 11, 1938.

**MADISON.**

**Charter.**

**58.**

Offices of county auditor and member of city council are incompatible. Op. Atty. Gen. (358a-2), Aug. 8, 1938.

**69.**

Amount of bonds which may be issued for purpose of making improvements to municipal utility plant is not confined to limitations contained in Mason's Stat., §1756. Op. Atty. Gen. (624d-1), Feb. 17, 1938.

**MAHTOMEDI.**

Where village was originally carved out of township, and a bonded indebtedness of township was apportioned, there could be no further apportionment of indebtedness where village subsequently annexed additional territory from the town. Op. Atty. Gen. (484e-1), Apr. 17, 1934.

**MANKATO.**

**Charter.**

Power of council of Mankato to transfer moneys from one fund to another discussed. Op. Atty. Gen., Feb. 9, 1932.

Municipality had no power to grant perpetual franchise to electrical utility. Op. Atty. Gen., Dec. 28, 1933.

City council and not civil service commission fixes salary of members of department. Op. Atty. Gen. (688b), Apr. 30, 1935.

City may proceed under Mason's Stat. §1713 to construct a white way. Op. Atty. Gen. (624c-15), July 25, 1939.

**52.**

This section is self executing. Op. Atty. Gen., Oct. 5, 1931.

Mankato City Charter, §52, providing that no officer shall be connected with or in the employ of a public service corporation, etc., construed. Op. Atty. Gen., Feb. 8, 1932.

**60.**

Council cannot pass ordinance which refers only to building code, without setting forth provisions thereof. Op. Atty. Gen., Sept. 12, 1931.

**78.**

City may issue water bond as general obligations and levy an ad valorem tax each year to take care of principal and interest payments in conformity with Laws 1927, c. 131 (§1938-3 et seq.). Op. Atty. Gen. (624d-1), Feb. 14, 1938.

**151, 156, 157.**

Relative to the making of assessments for local improvements, an adjournment of a hearing must be to a definite date, under Mankato Charter, §§151, 156, 157. Op. Atty. Gen., July 24, 1931.

**Ordinance.**

City ordinance providing that all fines collected are to be retained for city must give way to Mason's Sta., §5636, requiring that fines collected for violation of game laws be turned over to county treasury. Op. Atty. Gen., Dec. 5, 1933.

**1922, No. 9.**

Municipality had no power to grant perpetual franchise to electrical utility. Op. Atty. Gen., Dec. 28, 1933.

**MARIETTA.****Ordinance.**

Ordinance regulating sale of farm products by producers held unreasonable and invalid. Op. Atty. Gen. (477b-21), Oct. 16, 1935.

**MARSHALL.****Charter.**

Laws 1870, c. 31, and General Statutes 1894, §§1045 to 1195, under which city of Marshall was established were not repeated by the revision of 1905 and are still applicable to cities incorporated thereunder, except as modified by later enactment, and a city assessor may be appointed only for a term of one year. Op. Atty. Gen. (12a-3), Apr. 23, 1935.

Mandamus will lie to compel mayor to sign orders audited and allowed by city council. Op. Atty. Gen. (361f), Jan. 2, 1936.

In view of G. S. 1894, §1081, a bank of which mayor of city of Marshall is a stockholder cannot be appointed depository of city, but it would be immaterial that member of water and light commission or city attorney were stockholders if they took no part in appointment of depository. Op. Atty. Gen. (90e-7), May 1, 1936.

President of council of city of Marshall, in absence of mayor who is in distant hospital and unable to act, may call special meeting of council and appoint a police civil service commissioner to fill a vacancy, and may also vote on question of confirmation of such appointment. Op. Atty. Gen. (61a), May 14, 1938.

Warrants authorized by voters need not be sold to highest bidder. Op. Atty. Gen. (64t), Sept. 29, 1938.

Publication and posting for 12 days rather than two weeks as provided by charter did not render void election on question of issuance of warrants for purpose of constructing new municipal buildings. Id.

**Ordinance.****55.****2.**

Statute controls over ordinance as to method of appointing members of park board. Op. Atty. Gen. (59a-32), Oct. 9, 1935.

**117.****3 to 5.**

These sections attempting to tax individual manufacturing his own electricity are invalid. Op. Atty. Gen. (624c-13), July 11, 1935.

**MAZEPPA.****Charter.**

City may sell electric energy outside its borders. Op. Atty. Gen. (624c-12), Aug. 24, 1938.

**MINNEAPOLIS.****Charter.**

Submission of Charter Amendment No. 8 to voters of Minneapolis on Nov. 8, 1932, was a special election notwithstanding it was not so designated by city council. Godward v. C., 190M51, 250NW719. See Dun. Dig. 6543.

Blank ballots at special election were properly rejected by trial court in computing total number of voters at special election on charter amendment. Id. See Dun. Dig. 2973a, n. 29.

Whether chief engineer of city fire department waived right to compensation for unlawful suspension for two weeks by signing payrolls for his subsequent pay without asserting his rights for two years held for jury. Ringer v. C., 203M279, 281NW47. See Dun. Dig. 6558a.

The right of the widow of a pensioned fireman to a pension from relief association is governed by the terms of the statutes under which association organized and in force at the husband's death. State v. Minneapolis Fire Department Relief Ass'n, 284NW884.

Members of board of education of Minneapolis cannot vote salaries for themselves. Op. Atty. Gen. (161b-10), Oct. 11, 1935.

Statutory provisions relative to weighing supersede any charter or ordinance provisions on same subject. Op. Atty. Gen. (495), Dec. 27, 1935.

City has no power to legislate relative to unclaimed insurance, money to be used solely for financing public relief. Op. Atty. Gen. (62b), Feb. 15, 1938.

Proportional representation method of election, sometimes called "choice voting", also the "Hare system" proposed in the new charter, is unconstitutional. Op. Atty. Gen. (64), Feb. 1, 1939.

"Proportional representation voting" in proposed city charter, known as the "choice voting" and the "Hare system" is of doubtful constitutionality. Op. Atty. Gen. (28a), Feb. 17, 1939.

**c. 2.****§2.**

A vacancy in board of aldermen could be filled by a vote of 13 to 12. State v. Hoppe, 194M186, 260NW215.

**§18.**

A vacancy in board of aldermen could be filled by a vote of 13 to 12. State v. Hoppe, 194M186, 260NW215.

**c. 4.****§5.**

Minneapolis city ordinance requiring fuel dealers to obtain liability insurance as a condition precedent to obtaining a license to make deliveries is valid. Sverkeron v. C., 204M388, 283NW555. See Dun. Dig. 1608.

General welfare clause is not limited to things enumerated and authorizes regulation and licensing of businesses not specifically referred to, and is intended to make powers of council sufficiently expansive to meet new conditions as they arise. State v. Clousing, 285NW711. See Dun. Dig. 6794.

Wholesalers' licenses cannot be issued for premises outside patrol limits in Minneapolis. Op. Atty. Gen., Feb. 20, 1934.

City may not require semi-annual inspection of automobiles and payment of fee therefor and prohibit operation of vehicles not displaying certificate of inspection. Op. Atty. Gen. (632a-22), July 29, 1935.

**§5 (32).**

Charter empowers council to enact ordinance requiring persons engaged in business of plastering to be licensed. State v. Clousing, 285NW711. See Dun. Dig. 6794.

**§8.**

Minneapolis city ordinance requiring fuel dealers to obtain liability insurance as a condition precedent to obtaining a license to make deliveries is valid. Sverkeron v. C., 204M388, 283NW555. See Dun. Dig. 1608.

**§14.**

City of Minneapolis v. F., 198M280, 269NW521; note under c. V, §33.

**§43.**

One does not have vested right to continue to maintain lumber yard free from restrictions or regulations imposed by municipal legislative authority pursuant to the lawful exercise of its delegated police power. State v. Clousing, 198M35, 268NW844.

**c. 5.****§24.**

Penalties and interest collected on account of taxes levied on behalf of city of Minneapolis by special assessment or otherwise upon real estate in such city for local purposes should be paid over to treasurer of city. Op. Atty. Gen. (505), Aug. 14, 1936.

Taxes levied upon real estate in Minneapolis by board of education for all school purposes are not levied for local purposes, and penalties and interest collected should not be apportioned by city. Id.

Penalties and interest collected on personal property taxes levied on behalf of city of Minneapolis for city purposes should be apportioned and paid to city treasurer, but penalties and interest collected on taxes levied upon personal property by board of education should not be paid to city. Id.

One-third of penalties and interest collected on account of taxes paid on money and credits assessed in Minneapolis should be apportioned to the city. Id.

**§29.**

City of Minneapolis v. F., 198M280, 269NW521; note under c. V, §33.

This section is inconsistent with Laws 1935, c. 318, §1, and funds may be deposited in excess of limitation provided in this section. Op. Atty. Gen. (59a-22), Nov. 13, 1935.

**§33.**

City treasurer had authority to make agreements with depositaries as to interest rates and to agree or consent to changes in such interest rates from time to time, as conditions might require. City of Minneapolis v. F., 198M280, 269NW521. See Dun. Dig. 2698.

Notice to city treasurer by a depository of a reduction in interest rate was notice to city of such reduction in rate. Id.

Where depository relation is not for any fixed term, depository may, by notice to depositor, reduce interest rate or terminate payment of interest on deposited funds. Id.

**c. 9.**

**§14.**

When city is authorized to cut off premises from city water supply for default in payment of charges therefor, it may lawfully enforce payment by use of such means. Prudential Co. v. C., 202M70, 277NW351. See Dun. Dig. 6680.

**§15.**

City was not estopped to recover from owner for water supplied to tenant because of delay in notifying owner of nonpayment or in shutting off water. Prudential Co. v. C., 202M70, 277NW351. See Dun. Dig. 6682.

**c. 10, §28.**

Under Laws 1919, c. 3, the city of Minneapolis may transfer temporarily money from the permanent improvement revolving fund to the board of public welfare for the care of the poor, duty of city to care for the poor being absolute, and any funds in the city may be used to care for the poor, where poor funds have been exhausted. Op. Atty. Gen. (3391), Nov. 25, 1935.

**c. 14.**

Under Laws 1919, c. 3, the city of Minneapolis may transfer temporarily money from the permanent improvement revolving fund to the board of public welfare for the care of the poor, duty of city to care for the poor being absolute, and any funds in the city may be used to care for the poor, where poor funds have been exhausted. Op. Atty. Gen. (3391), Nov. 25, 1935.

**§2.**

County sanatorium commission may enter into agreements with public welfare board of city of the first class under home rule charter for handling and diagnosing of tuberculosis. Op. Atty. Gen. (556a-3), Mar. 29, 1935.

**§4.**

Board of public welfare may adopt reasonable rules and regulations relating to granting of relief and may require an affidavit from an applicant as to his financial status, providing affidavit is not unreasonable in its terms and does not tend to prevent needy persons from obtaining relief. Op. Atty. Gen. (59a-34), Sept. 8, 1936.

**c. 15.**

Chapter does not deprive board of education of power to levy taxes to maintain efficient system of public education. State v. Erickson, 190M216, 251NW519. See Dun. Dig. 8662, n. 40, 8669.

**c. 18.**

**§6.**

That part of Laws 1933, c. 359, reducing rates at which homesteads shall be valued for taxation, but preserving former and higher rates for purpose of figuring "tax limitations," held not to amend a provision of a city charter limiting a school tax to 22 mills on dollar, purpose being not to amend charter but to provide for valuing homesteads at former rates for purpose of applying tax limitation and it is constitutional as so construed. 510 Groveland Ave. v. E., 201M381, 276NW287. See Dun. Dig. 9210.

The 22-mill limitation on tax levy for school purposes is to be computed with the benefit of the saving clause in §1993, but preferred treatment of homesteads for purposes of taxation is not affected. Op. Atty. Gen. (519m), Oct. 9, 1937.

Home rule charter limitation of levy of taxes for school purposes cannot be exceeded in absence of emergency preventing adequate system of public schools within the tax limits, and this involves a question of fact. Id.

**c. 20, §1.**

Electors of city of Minneapolis may not amend its charter so that it would conflict with any general legislation concerning pension systems for employees. Op. Atty. Gen. (335d), Aug. 22, 1934.

Municipal pension and retirement act, and all amendments to it, apply to the city of Minneapolis. Op. Atty. Gen. (335d), June 19, 1935.

**Ordinance.**

To constitute an offense under the Minneapolis ordinance for having intoxicating liquor for sale there must be proof of an intent to sell. State v. Scheid, 185M496, 241NW572.

The evidence of possession of intoxicating liquor with intent to sell was insufficient to sustain a conviction. State v. Scheid, 185M496, 241NW572.

Evidence held to sustain conviction of unlawful transportation of intoxicating liquor in violation of Minneapolis ordinance. State v. Koolich, 185M654, 242W379.

Evidence held sufficient to convict for possession of intoxicating liquor for sale in violation of Minneapolis ordinance. State v. Buck, 186M203, 242NW723.

Ordinance requiring that all pasteurized milk sold within city must be pasteurized within city limits is unconstitutional. State v. City of Minneapolis, 190M138, 251NW121.

Ordinance providing that fresh meat and fish could not be kept in show cases during closing hours was not

violated where such articles were kept in a refrigerator counter which would preserve them just as well as refrigerator room. State v. Witt's Market House, 191M 425, 254NW596.

An ordinance of city prescribing hours when barber shops may be open for business violates due process clauses of state and Federal Constitutions. State v. Johannes, 194M10, 259NW537. See Dun. Dig. 1647.

Evidence held to sustain finding that defendant lived with a prostitute and to sustain conviction for lewd and indecent conduct in violation of city ordinance. State v. Turner, 196M176, 264NW681. See Dun. Dig. 3805.

Person picketing residence of foreman of an employer, whose employees were on strike, carrying a banner, "A scab lives here," constituted disorderly conduct under city ordinance. State v. Perry, 196M481, 265NW302. See Dun. Dig. 2751a.

Ordinance defining disorderly conduct held constitutional. State v. Davis, 197M381, 267NW210. See Dun. Dig. 2751.

Evidence sustains conviction of disorderly conduct. Id. See Dun. Dig. 2751a.

Ordinance requiring building permits from city council held not to be retroactive or retrospective in effect as applied to facts and circumstances of case. State v. Clousing, 198M35, 268NW844.

Ordinance requiring permission from city council as condition precedent to erection and maintenance of buildings to be used for sale or storage of lumber held applicable to repair of already existing structures and erection of new structures as replacements of similar ones destroyed by fire. Id.

Conviction of disorderly conduct held sustained by evidence of attempt to pick up girls. State v. Birdseye, 198M231, 269NW459. See Dun. Dig. 2751a.

A gum vending machine, which also set in motion discs which would entitle player to free glass of beer if letters spelled word "beer," was a gambling device, though there was no proof that any one ever succeeded in getting such combination. State v. La Due, 198M255, 269 NW527. See Dun. Dig. 3943.

Conviction of violating ordinance providing that: "No person shall keep or set up any gambling device whatever," held sustained by evidence. Id. See Dun. Dig. 3944.

Unlicensed boiler company could be employed by local licensed contractor to fabricate and install new front in a steam boiler. State v. Kenny Boiler & Mfg. Co., 202 M605, 279NW407. See Dun. Dig. 6794.

City ordinance prohibiting placing, leaving, throwing, dropping or scattering any material on sidewalks created no obligation upon fruit company abutting on sidewalk upon which a customer accidentally dropped a visor cap which tripped and injured a pedestrian, though officials and employees noticed cap but did not remove it. O'Hara v. M., 203M541, 282NW274. See Dun. Dig. 6845.

Ordinance requiring a fee of \$25 per year for license to engage in business of plastering held not so unreasonable as to justify judicial notice of the fact. State v. Clousing, 285NW711. See Dun. Dig. 6800.

Conduct is disorderly when it is of such nature as to affect peace and quiet of persons who may witness same and who may be disturbed or provoked to resentment thereby, probable and natural consequences of conduct being important element. State v. Cooper, 285NW903. See Dun. Dig. 2751a.

Defendant's conduct in carrying a large banner, some three feet in length, on each side of which was printed the words: "Unfair to Private Chauffeurs and Helpers Union", immediately in front of a private home located in an exclusive residential district, held to justify finding of disorderly conduct in that it was likely to arouse anger, disturbance or violence. Id. See Dun. Dig. 2751a.

City ordinance requiring license of transient merchants is not invalid as encouraging monopoly. State v. Pehrson, 287NW313. See Dun. Dig. 8435.

An ordinance which requires "transient merchants" selling or displaying for sale "natural products" of the farm, including such commodities as cattle, hogs, sheep, veal, poultry, eggs, butter and fresh or frozen fish, to be licensed and to file a bond and exempts from its provisions persons selling produce raised on farms occupied and cultivated by them, and persons selling milk, cream, fruit, vegetables, grain or straw, is violative of state and federal constitutional prohibitions against class legislation. Id. 287NW313. See Dun. Dig. 1673.

Mayor of Minneapolis has no power to remove civil service commissioner from office. Op. Atty. Gen., July 12, 1932.

State statute respecting licensing of electrician does not effect city ordinances having more stringent requirements as to qualifications than the state law. Op. Atty. Gen. (290u), May 14, 1937.

**Plumbing Ordinance.**

**19.**

Evidence held to sustain finding that defendant violated city ordinance against covering and concealing plumbing pipes before inspection by proper city authorities. State v. Beery, 198M550, 270NW600. See Dun. Dig. 6776.

**Zoning Ordinance.**

One operating a small automobile repair shop at rear of his home in a residential district was not guilty of violating city zoning ordinance, as he had obtained a

special permit from city council, which was authorized by a provision in said ordinance to issue such permits in cases "where practical difficulties or unnecessary hardships occur." State v. Gunderson, 193M51, 268NW850.

**Ordinance as to disorderly conduct.**

**760, §2.**

Evidence held to sustain conviction for disorderly conduct in violation of Minneapolis ordinance. State v. Boell, 189M409, 249NW569.

**Building Code.**

**§2401.**

Section is constitutional. State v. Clousing, 285NW711. Minneapolis city ordinance requiring plasterers to have a license does not exceed restrictions of title. Id.

**§2401. 2.**

Section is constitutional. State v. Clousing, 285NW711.

**§2402.**

Section is constitutional. State v. Clousing, 285NW711.

**Special School District.**

Where contracts of employment of public school teachers in special school district of city of Minneapolis stipulate a monthly salary, but provide that board of education, employer, may reduce same whenever it deems necessary, no certain or definite rights spring from such contracts so that mandamus will lie to enforce same, and fact that, when so reducing said stipulated salary, board promised that if more money came from tax collections than estimated when reduction was made, such excess would be distributed pro rata to teachers, and that there is such excess, do not legally obligate board to distribute same. State v. Bauman, 194M439, 260NW523.

**Civil Service Rule No. 8.**

**3.**

Where head of police department suspended a police officer for 90 days pending hearing of civil service commission on charge looking to discharge of employee, and commission entered order of discharge in accordance with recommendation, and district court on certiorari vacated the order of the commission for insufficiency of evidence, police officer was entitled to recover salary only from date of order of commission, and not from date of suspension. Sjoberg v. C., 197M406, 267NW374. See Dun. Dig. 6591.

**MONTEVIDEO.**

**Charter.**

Appeals from convictions of violation of city ordinance may be taken under §9129. Op. Atty. Gen. (6h), June 11, 1937.

**25.**

Judges of municipal courts are state officers and not officers of the municipality electing them, and where a municipal judge was elected to a term commencing on the first secular day of February, 1928, his term of office did not expire until four year thereafter, and his term of office could not be changed by adoption of home rule charter changing dates of election, and where the only proper general election of a city next preceding first secular day of February, 1932, was in November, 1930, at which the same judge was elected, his four-year term of office under the second election began the first secular day of February, 1932. State v. Bensei, 194M55, 259NW389. See Dun. Dig. 6539.

**MONTGOMERY.**

**Charter.**

Resurfacing streets of city of Montgomery with oil or bituminous material—necessity for petition—assessment against benefited property. Op. Atty. Gen. (396c-2), May 22, 1936.

**c. 3, §20.**

Where a municipal officer sells to his municipality property within its corporate powers to acquire and use, and same is so acquired and used by it, liability may be enforced quasi ex contractu, but not beyond value of such property to municipality. Mares v. J., 196M87, 264NW 222. See Dun. Dig. 8004.

**MOORHEAD.**

**Charter.**

Powers of a police civil service commission are in connection with employment, promotion, discharge and suspension of police officers and general powers of control and supervision over police force remain with mayor and city council as provided in city charter. Op. Atty. Gen. (785e-1), Jan. 20, 1937.

Boundary lines of present four wards may not be rearranged so as to equalize population if each ward will contain more than 350 votes. Op. Atty. Gen. (59a-48), August 11, 1939.

**12.**

City alderman may not sell groceries and supplies to poor persons on city relief. Op. Atty. Gen. (90E-5), March 6, 1939.

**108.**

Provision of city charter requiring water and light commission to shut off water in cases of delinquency in payment applies to a surcharge made by council for use of sewage disposal plant, even as to water users who have no sewer connections. Op. Atty. Gen. (387b-9), Apr. 5, 1938.

**146.**

City could dispense with competitive bidding and other charter requirements and purchase a pumper in the open market for the fire department if in fact an emergency existed endangering part of city due to fire danger which might result from breaking of old watermain. Op. Atty. Gen. (707b-2), Apr. 3, 1936.

**Ordinance.**

Ordinance passed by city in 1921 prohibiting sale of liquor is not now in force and effect, and this is true as to search and seizure and abatement provisions. Op. Atty. Gen. (259c-1), June 12, 1934.

**MOOSE LAKE.**

**Ordinance No. 26.**

Zoning ordinance for gasoline filling stations held unreasonable and invalid. Op. Atty. Gen. (477b-10), May 25, 1936.

**MORA.**

**Ordinance.**

**6.**

Automobile or general junk yards within a village are not a nuisance per se, and may not be prohibited, though they may be regulated. Op. Atty. Gen. (477b-20), May 11, 1938.

**MORNINGSIDE.**

**Charter.**

In absence of any action by council salary of president is \$20 per month and trustees \$15 per month, in view of Laws 1939, c. 272, amending §1163-1. Op. Atty. Gen. (471K), July 10, 1939.

**MORRIS.**

**Charter.**

Automobiles abandoned on city street, owners being unknown may be removed by city officials to a local garage for storage or safe keeping, and later be sold for storage charges under unclaimed property statute or motor vehicle storage lien statute. Op. Atty. Gen. (632a), Dec. 2, 1937.

City has no authority to pass an ordinance licensing and regulating dealers in second hand automobiles. Op. Atty. Gen. (59a-32), Dec. 21, 1937.

**43.**

It was duty of city commission to prepare suitable ballots. Ballots prepared for were inadequate to reasonably inform voter of contents and terms of ordinances he was called upon to approve or disapprove. Ferguson v. C., 197M446, 267NW264. See Dun. Dig. 2938, 6784a.

Posting of the notices of election one day late should not alone vitiate election, large vote cast demonstrating that voters had been adequately notified. Id. See Dun. Dig. 2960a, 6784.

In a city referendum election, upon adoption or rejection of five separate ordinances for a city electric heat, light, and power plant, charter provisions that ordinances be printed and published at least once and at least five days prior to election is held mandatory, and failure to so do invalidated election. Id. See Dun. Dig. 6784a, 6789.

**49.**

Requirements that ordinance be printed in official newspaper and published once and at least five days prior to election is mandatory and applies to referendum election. Ferguson v. C., 197M446, 267NW264. See Dun. Dig. 2938, 6784a.

**98.**

An appeal does not lie from an order denying a motion to vacate a judgment in an action in unlawful detainer. Doyle v. L., 285NW932. See Dun. Dig. 309.

**NEW ULM.**

**Charter.**

Under provision providing that office is deemed vacant if elected officer does not qualify within ten days, city council could accept bonds of persons elected after that time, if it desired. Op. Atty. Gen., Oct. 13, 1932.

City may lease land outside city for transient camp where main reason or object is to have state and government employ transients for construction of dam and bathing beach and improvement of park system. Op. Atty. Gen. (330c-2), Sept. 6, 1934.

City erecting municipal building larger than necessary for purpose of obtaining extra space to rent to industry coming to city, had no power to lease such extra space. Op. Atty. Gen. (63b-11), July 31, 1935.

City may appropriate money for maintenance of canon donated to it by Burgs Battery, including money

for purchase of powder, cannon polish, rent of houses and repairs, though the battery is a private organization. Op. Atty. Gen. (59a-3), May 18, 1939.

City has no authority to build a shed to house the "Burgs Battery". Op. Atty. Gen. (59B), Sept. 12, 1939.

**c. 2, §3.**

Justices of the peace may not enter into contract with city such as selling insurance as agents. Op. Atty. Gen. (707b-6), June 19, 1935.

**c. 3.**

**§19.**

Justice of peace may hold also office of city assessor. Op. Atty. Gen., Apr. 18, 1932.

**§34.**

Justices of the peace may not enter into contract with city, such as selling insurance as agents. Op. Atty. Gen. (707b-6), June 19, 1935.

**c. 4.**

**§5.**

Surplus utility funds may be invested in city's municipal bonds and such bonds are sold when funds are needed for purpose for which the same were created. Op. Atty. Gen. (59a-22), Dec. 5, 1935.

City may make a donation to a poultry association to defray expenses incident to holding exhibits and for prize money, if for a public purpose. Op. Atty. Gen. (59a-22), Oct. 28, 1938.

**§15.**

Council of New Ulm has right to employ private accountants to make audit of books of city. Op. Atty. Gen., Apr. 18, 1932.

**c. 5.**

**§3.**

A sewage disposal plant is included in the term "sewer" under this section. Op. Atty. Gen. (387b-2), July 12, 1934.

**§10.**

It is not necessary to publish resolutions. Op. Atty. Gen. (63a-10), Dec. 30, 1938.

**§6.**

City council may not issue certificate of indebtedness to pay costs of constructing diversion sewer without submitting proposition to electors. Op. Atty. Gen. (59b-12), Sept. 10, 1936.

**c. 6, §6.**

City has right to construct new sewage outlet in place of old outlet which is menace to health of community and order work done by day labor without advertising for bids. Op. Atty. Gen., Sept. 13, 1933.

City need not advertise for bids in connection with laying of mains and improving light, water, power and heating plant. Op. Atty. Gen. (707a-1), Oct. 19, 1934.

**c. 8, §6.**

City need not advertise for bids in connection with laying of mains and improving light, water, power and heating plant. Op. Atty. Gen. (707a-1), Oct. 19, 1934.

**Ordinance.**

City council may not refund sewer connection charge voluntarily paid by reason of reduction in charge to persons subsequently making connections. Op. Atty. Gen. (59E-12), Sept. 13, 1939.

**No. 136.**

Mayor of New Ulm has no power to veto resolution of council granting an "Off Sale" liquor license. Op. Atty. Gen., Mar. 23, 1934.

**NORTH MANKATO.**

**Charter.**

City desiring to refund bonds in excess of \$15,000 must obtain two-thirds vote of electors. Op. Atty. Gen. (36i), July 22, 1939.

**NORTH ST. PAUL.**

**Ordinance.**

On appeal from a conviction in a justice court of violation of a municipal ordinance, district court has no jurisdiction to try and convict defendant for a crime against a statute which is beyond jurisdiction of justice court, there having been no new and original proceeding against defendant in district court. State v. Kartak, 195 M188, 262NW221.

Where village prior to organization under Mason's Stat., §§1852 to 1860, operated its own public utilities and fixed rate by ordinance, upon creation of commission under Mason's Stat., §§1852 to 1860, to operate such public utilities, right to fix and change rate passed to said commission. Op. Atty. Gen. (624E-5), Sept. 29, 1934.

**No. 82.**

Abutting property owner is required to maintain service pipes and connections from building which is served

to distributing main at his own cost and expense without regard to location of such distributing main in the street. Op. Atty. Gen. (624d-16), Aug. 21, 1935.

**NORTHFIELD.**

**Charter.**

**c. 2.**

**§6.**

Vacancy in office of judge of municipal court is to be filled by appointment by governor, notwithstanding provisions of city charter. Op. Atty. Gen. (307i), Nov. 17, 1938.

**c. 3.**

**§13.**

Jurisdiction of justice of the peace in criminal cases in city of Northfield is limited to cases arising within county but not within city, municipal court having concurrent jurisdiction of misdemeanors committed outside city. Op. Atty. Gen. (266B-11), April 14, 1939.

**c. 5.**

**§6.**

Majority vote of electors is sufficient to authorize issuance of certificates of indebtedness under §1486. Op. Atty. Gen. (59b-7), May 4, 1938.

City may proceed to construct a municipal light plant and issue its bonds therefor either under procedure provided by city charter or under §§1754 to 1760. Op. Atty. Gen. (59b-7), May 4, 1938.

**ORTONVILLE.**

**Charter.**

**c. 2.**

**§9.**

City is governed by §401-1 with respect to time polls shall remain open, and by §1806 with respect to time within which affidavits of candidacy must be filed. Op. Atty. Gen. (64i), Oct. 8, 1937.

**OWATONNA.**

**Charter.**

City operating hospital and receiving compensation from practically all patients was exercising its corporate or proprietary powers and not its governmental or public powers as affecting liability for negligence of nurse. Borwege v. C., 190M344, 251NW915. See Dun. Dig. 6808, 6809, 6810.

Where home rule charter of Owatonna fixed salary of members of city council, the council could not reduce such compensation, but a member thereof could make a gift of his compensation to the city. Op. Atty. Gen., Mar. 21, 1932.

All licenses must be counted whether issued to clubs, hotels, restaurants or exclusive liquor stores in determining limit of five "On Sale" licenses. Op. Atty. Gen., Jan. 22, 1934.

Provision requiring license fee of \$500 for liquor dealers is inconsistent with state laws and therefore ineffective. Id.

Whether construction of cooling tower on land conveyed for play park purposes would cause a reversion of land under condition subsequent in deed was a question of fact. Op. Atty. Gen. (59a-40), July 30, 1937.

Whether city could condemn part of public park for purpose of constructing a cooling tower in connection with nearby municipal utility plant depends on whether it would materially impair use of land as a park. Id.

Offices of city clerk of Owatonna and clerk of municipal court of that city are not incompatible. Op. Atty. Gen. (358b-2), May 6, 1938.

Assessments against school property for curbs and gutters, pavements, etc., in cities of the fourth class are governed by §1822. Op. Atty. Gen. (396e), April 28, 1939.

**c. 2, §4.**

Hours, during which polling places in city of Owatonna shall be kept open at special election, are covered by Laws 1923, c. 17, but at state general elections, polls should be kept open as provided by Laws 1929, c. 198. Op. Atty. Gen., Apr. 26, 1932.

**c. 5, §15.**

Where electors at special election authorize issuance of "improvements warrants" to pay cost of sewage disposal plant, governing body may issue such improvement warrants pursuant to terms of city charter without proceeding by way of petition under laws 1925, c. 382 (Mason's Stat. §1918-15 to §1918-32). Op. Atty. Gen. (387b-9), Aug. 26, 1938.

**c. 7.**

**§1.**

Section authorizes construction of sewage disposal plant. Op. Atty. Gen. (387b-9), Aug. 26, 1938.

**§18.**

Owatonna Armory may pay portion of expenses incurred in applying tarvia on street, if it so desires, but city may not enforce payment of assessment therefor. Op. Atty. Gen., May 18, 1932.

**§26.**

Op. Atty. Gen., May 18, 1932; note under §18.

**c. 8, §5.**

City may not limit membership in association to older members of fire department so as to exclude younger members. Op. Atty. Gen. (198a-2), Apr. 3, 1935.

**c. 13.**

**§1.**

Contract for purchase of additional gas plant may be entered into by utilities commission without vote of electors. Op. Atty. Gen. (624c-8), Apr. 4, 1936.

**§2.**

Public utility commission may not by resolution displace city clerk of responsibility and appoint a deputy clerk and give him complete possession and charge of first responsibility. Op. Atty. Gen. (59a-11), Nov. 27, 1936.

**Ordinance.**

Whether use of loud speakers upon streets of cities constitutes noisy or indecent behavior is a question of fact. Op. Atty. Gen. (62b), Apr. 11, 1934.

**PIPESTONE.**

**Charter.**

On trial of violations of state laws municipal court may not tax costs of arrest, attendance and mileage, against defendant or county, where officer making arrest and attending trial is a salaried police officer. Op. Atty. Gen. (199a-3), May 9, 1939.

**67(7).**

City of Pipestone under its charter may issue bonds to carry out agreement with the state highway commissioner for improvement of street without vote of electors, but resolution authorizing bonds must receive 4/5 vote of all members of council. Op. Atty. Gen. (36c-7), June 6, 1936.

**69.**

City may declare outdoor vaults a nuisance and may require indoor toilets with connection to convenient city sewer. Op. Atty. Gen. (387b-6), Apr. 30, 1937.

**141.**

City council can contract with highway commissioner to do paving under Mason's Stats, §2557, payable out of general funds of city. Op. Atty. Gen. (379c-14), Apr. 15, 1936.

**c. 8, §69 (33).**

City of Pipestone has authority to regulate "transient merchants" but not "transient dealers." Op. Atty. Gen., Oct. 9, 1933.

**c. 11, §103.**

Granting of license or permit to rural electrical cooperative association to erect poles and wires in carrying current out of city to rural districts is not prohibited by provisions relating to franchises. Op. Atty. Gen. (624c-14), July 29, 1938.

**REDWOOD FALLS.**

**Charter.**

City of Redwood Falls has no authority either under its charter or by statute to issue scrip money in payment of labor. Op. Atty. Gen., Apr. 19, 1933.

**RENVILLE.**

**Charter.**

**c. 5, §8.**

City of Renville may not issue certificates of indebtedness to pay costs of street improvements in conjunction with a federal works project without a vote of the people. Op. Atty. Gen. (59a-51), Aug. 23, 1935.

**ROCHESTER.**

**Charter.**

**25.**

Member of public utility board of Rochester may not enter into contract with city. Op. Atty. Gen., Jan. 10, 1934.

**50.**

Provisions of act apply to cities operating under home rule charters containing inconsistent provisions. Op. Atty. Gen. (140b-8), Apr. 26, 1935.

**§84.**

Where a particular charter provision provides that an ordinance or resolution shall be passed by a certain number "of the members elected", or "of all of the members of the common council", president is entitled to vote. Op. Atty. Gen. (59a-11), Oct. 1, 1938.

**103(12).**

Council has authority to own and operate gas plant. Op. Atty. Gen., Mar. 23, 1932.

**103(26).**

Specific delegation to a municipal corporation of power, by ordinance, to license and regulate auctions and auctioneers does not include, by implication, power to prohibit an established retail jeweler from selling his own merchandise at auction. Orr v. C., 193M371, 258NW569. See Dun. Dig. 716, 6794.

**108.**

County attorney need not prosecute ordinary misdemeanors and city attorney is under no duty to prosecute misdemeanors arising outside of corporate limits. Op. Atty. Gen. (121b-7), May 8, 1935.

**147 to 159.**

Profits derived by city from sale of electricity may be used for such legitimate municipal expense as the governing body may determine. Op. Atty. Gen., Mar. 23, 1932.

Where profits from electricity have resulted in large fund, there should be reduction of rates to consumers in city. Op. Atty. Gen., Mar. 23, 1932.

Member of public utility board of Rochester may not enter into contract with city. Op. Atty. Gen., Jan. 10, 1934.

City owned electric light utility may purchase appliances, such as electric stoves, and sell them on instalments to customers. Op. Atty. Gen., Mar. 26, 1934.

Public utility board could in its discretion grant superintendent of light plant six weeks' vacation with pay, and could accept a resignation submitted during such vacation to take effect at end of vacation. Op. Atty. Gen. (592-36), Feb. 1, 1938.

**c. 8, §25.**

Member of police civil service commission is an "officer" of city, and a member who is an insurance agent may not issue surety bonds to city contractor or carry insurance upon city property. Op. Atty. Gen. (90e-3), July 13, 1939.

**Ordinance.**

**No. 283.**

City social welfare worker appointed by mayor under ordinance No. 283 did not come under jurisdiction of police civil service commission appointed at a later date pursuant to ordinance No. 467 and could be removed by mayor. Mestad v. C., 198M558, 270NW577. See Dun. Dig. 6558a.

**No. 438.**

An ordinance for regulating of auctions and auctioneers, imposing a minimum license fee of \$250, is so unreasonable as to be invalid. Orr v. C., 193M371, 258NW 569. See Dun. Dig. 716, 6794.

Venetian blinds may be used for windows. Op. Atty. Gen. (2181-2), Apr. 7, 1938.

**No. 467.**

City social welfare worker appointed by mayor under ordinance No. 283 did not come under jurisdiction of police civil service commission appointed at a later date pursuant to ordinance No. 467 and could be removed by mayor. Mestad v. C., 198M558, 270NW577. See Dun. Dig. 6558a.

**Zoning Ordinance.**

Where a Zoning Ordinance is passed, but before it goes into effect state officers granted permit under old code, right to construct the building depends upon whether any substantial part of the building is constructed before the new ordinance goes into effect. Op. Atty. Gen. (59a-32), July 24, 1936.

**3.**

Whether hairdressing and beauty culture operating is a "profession" is a question for city council to determine, but in its restricted sense words "profession" would not include such persons. Op. Atty. Gen. (33b-1), Aug. 3, 1937.

**RUSHFORD.**

**Charter.**

**39(c).**

City may use surplus utility funds for general city purposes. Op. Atty. Gen. (59a-36), Oct. 20, 1936.

**ST. CHARLES CITY.**

**Charter.**

**41.**

Municipality may hire more than one band and may hire an instructor as an incident to maintenance and employment. Op. Atty. Gen. (519h), June 16, 1937.

**82.**

City council may not make provision for compensation to be paid to members of future city councils. Op. Atty. Gen., Feb. 27, 1933.

**ST. CLOUD.****Charter.**

Offices of member of city counsel of St. Cloud and members of board of county commissioners are incompatible. Op. Atty. Gen. (63a-3), Apr. 30, 1934.

School board of St. Cloud School District has no authority to give to the city of St. Cloud a strip of land of its school grounds for street purposes. Op. Atty. Gen. (622a-8), Apr. 10, 1934.

Commission is not authorized to transfer funds from general fund to permanent improvement revolving fund, unless it is to be returned not later than next fiscal year. Op. Atty. Gen. (592-22), Feb. 3, 1938.

**74(20).**

Assessment for sprinkling, cleaning and flushing should be separate from that of snow removal. Op. Atty. Gen. (59a-4), Mar. 18, 1935.

**113.**

Expenses of snow removal should be paid from amount levied under road and bridge fund and not from an assessment for street cleaning and oiling. Op. Atty. Gen., Mar. 2, 1933.

Expense in connection with oiling roads should be paid out of funds set aside for that purpose. Op. Atty. Gen., Nov. 14, 1933.

**113(6).**

Moneys received from fines must be placed in general fund and cannot be placed in police fund, but fees from liquor licenses may be placed in police fund. Op. Atty. Gen. (785u), June 26, 1935.

**132.**

Chapter XI relates to issuance of bonds for certain purposes and Chapter XII governs payment for local improvements and special assessments. Judd v. C., 198M 590, 272NW577.

**135.**

Phrase "in anticipation of revenues and taxes" contemplates taxes or revenues levied or assessed and in process of collection, and bond issue for incinerator may be issued without vote of people based on assessments against house owners or occupants to pay therefor. Op. Atty. Gen. (59a-7), Apr. 3, 1935.

**139.**

City of St. Cloud cannot use surplus from its several funds in the purchase of its water works certificates in view of St. Cloud Charter, §130, but it may invest the sinking fund in such certificate under §139 of the charter. Op. Atty. Gen., July 30, 1931.

**148.**

Chapter XI relates to issuance of bonds for certain purposes and Chapter XII governs payment for local improvements and special assessments. Judd v. C., 198M 590, 272NW577.

**149.**

Assessment for sprinkling, cleaning and flushing should be separate from that of snow removal. Op. Atty. Gen. (59a-4), Mar. 18, 1935.

**178.**

Warrants intended to be in renewal or in lieu of original warrants issued against a particular fund, amounted to a substitution of one creditor for another, and holders are not in position to question validity of, or city's authority to issue, such warrants. Judd v. C., 198M 590, 272NW577. See Dun. Dig. 6719.

A city having plenary authority to issue warrants in first instance to extent of property levied and uncollected assessments, also possessed authority to issue later warrants after work was complete in exchange for the older. Id. See Dun. Dig. 6723.

Treating city as trustee of its permanent improvement revolving fund, where it affirmatively appears that fund created for meeting payments of a particular improvement, to which alone warrants held by plaintiffs relate, has been exhausted without city's fault, plaintiffs may not resort to general improvement revolving fund for contribution. Id. See Dun. Dig. 6869.

There was no breach of trust on part of city officers authorizing recovery upon warrants issued against special improvement funds and upon which plaintiffs seek recovery as general obligations of city. Id. See Dun. Dig. 6898.

Authority to issue warrants is limited to special fund created to pay for improvements. Id.

**199.**

Op. Atty. Gen., Nov. 14, 1933; note under §113.

**204.**

Op. Atty. Gen., Nov. 14, 1933; note under §113.

**209.**

Sewage system may be handled in connection with operation of waterworks department. Op. Atty. Gen. (59a-4), Mar. 18, 1935.

**258.**

Moneys received from fines must be placed in general fund and cannot be placed in police fund, but fees from liquor licenses may be placed in police fund. Op. Atty. Gen. (785u), June 26, 1935.

**Ordinance.****No. 252, §1.**

Bond given to city by retailer of non-intoxicating liquor gave city no right to face of bond as penalty on violation of law, but only such damages as city could show it had suffered from such a violation. City of St. Cloud v. W., 261NW585. See Dun. Dig. 4918.

**ST. JAMES.****Charter.**

Contract of city to purchase at wholesale electrical energy over a period of ten years with fixed minimum each year did not create an indebtedness under city charter or any state law fixing limit of indebtedness. McNaught v. C., 198M379, 269NW897. See Dun. Dig. 6579, 6701.

Any city whether home rule or not may elect to proceed under §§1311 to 1317 and issue bonds, or in lieu thereof, interest bearing certificates, to raise funds for municipal electric light plant. Op. Atty. Gen., Aug. 24, 1933.

Question of purchasing site for swimming pool must be submitted to voters. Op. Atty. Gen. (59b-11), Aug. 1, 1938.

**113.**

It is not necessary to submit question of constructing a swimming pool to electors where expenditure is for work and materials; but question of purchasing site must be submitted to voters. Op. Atty. Gen. (59b-11), Aug. 1, 1938.

**c. 4, §65.**

City already having its distributing plant could contract with an electric company for the purchase at wholesale of electrical energy over a period of ten years under a contract requiring purchase of a minimum of \$15,000 per year, without submitting question to electors. McNaught v. C., 198M379, 269NW897. See Dun. Dig. 6683.

**Home Rule Charter, §9.**

Opening and closing of polls is governed by general laws. Op. Atty. Gen., June 17, 1933.

City would be safe in following procedure provided for in Mason's Stats., §1823-31, as respects notice of special election. Op. Atty. Gen., June 24, 1933.

**66.**

Search warrants may be authorized by city ordinance to enforce liquor laws. Op. Atty. Gen., June 28, 1933.

**ST. PAUL.****Charter.**

Op. Atty. Gen., May 6, 1931; note under §1596.  
In action for conversion of personal property, question whether city's conduct in entering upon condemned property was in contravention of forcible entry and unlawful detainer statute, held not presented by record. Dow-Arneson Co. v. C., 191M28, 253NW6.

There is no constitutional bar to amalgamation of legislative and executive power in a city, as is provided by commission form of government in city of St. Paul. State v. Goodrich, 195M644, 264NW284. See Dun. Dig. 1587.

City may compromise claims against it. Snyder v. C., 197M308, 267NW249. See Dun. Dig. 6746.

The two justices of the peace elected at large in the City of St. Paul may maintain their offices each of Wabasha Street if they so desire. Op. Atty. Gen. (266), May 19, 1936.

**101.**

Where employee within civil service provisions of charter of city is wrongfully separated from his employment by discharge or suspension for more than thirty days, mandamus affords a proper remedy. State v. Warren, 195M180, 261NW857. See Dun. Dig. 5558a.

Commissioner of public safety of city had no authority to indefinitely suspend from his position superintendent of bureau of police and fire alarm telegraph, on sole ground of a temporary deficiency in fund provided in city budget for all salaries and expenses of said bureau for that year, there being more than twenty employees in said bureau, and no other employees being suspended. Id.

**109-a.**

Mason's Stat., §2935-5, takes precedence over this section and teacher cannot be removed because she was not resident of city at time of employment. Op. Atty. Gen. (172), Sept. 14, 1934.

**117.**

Petition for vacation need be signed only by property owners abutting on portion of street to be vacated. Op. Atty. Gen. (396c-18), July 3, 1935.

**127.**

St. Paul ordinance fixing minimum taxi fares is within implied, if not express, powers of city under its charter when conditions are such as to justify such ordinance as an exercise of police power. *City of St. Paul v. C.*, 194M183, 259NW824. See Dun. Dig. 6684.

**131.**

State Board of Control has no authority to condemn St. Paul City Workhouse. *Op. Atty. Gen.* (59a-14, June 22, 1936.

**155.**

Vests in city council power and duty of fixing license fee, which must not be less than named minimum; charter not being self-executing. *City of St. Paul v. T.*, 187M212, 245NW33.

Word "privilege" means a special right enjoyed by one under legislative authority, a right not belonging to public generally, a right resulting only from affirmative action of legislative authority. *City of St. Paul v. T.*, 187M212, 245NW33.

Motor bus company using streets as common carrier without franchise or grant from city did not impliedly promise to pay annual license fee. *City of St. Paul v. T.*, 187M212, 245NW33.

**159.**

Word "privilege" means a special right enjoyed by one under legislative authority, a right not belonging to public generally, a right resulting only from affirmative action of legislative authority. *City of St. Paul v. T.*, 187M202, 245NW33.

At common law there is a public right to operate a motor bus on public streets for transportation of passengers for hire. *City of St. Paul v. T.*, 187M202, 245NW33.

The city has power to require that persons and corporations operating motor busses shall obtain a license or franchise from city council. *City of St. Paul v. T.*, 189M612, 250NW672. See Dun. Dig. 4167a.

Motorbus company in good faith contesting right of city to require license or franchise should be granted reasonable time wherein to apply for and obtain license. *Id.*

**184.**

Service upon mayor of city of St. Paul of a claim against that city for damages for injuries sustained because of an alleged defective sidewalk held not legal service. *Aronson v. C.*, 193M34, 257NW662. See Dun. Dig. 6739, 6740.

**200.**

Comptroller of City of St. Paul had power to limit by his budget estimate expenditures of fire department for fiscal year in question. *State v. Goodrich*, 195M644, 264NW234. See Dun. Dig. 6537.

Comptroller is ex officio budget commissioner with power to limit expenditures of any department subject to indicated review by council. *Id.* See Dun. Dig. 6539a.

The yearly salaries of permanent teachers in public schools of city of St. Paul for calendar year may not be fixed in such amounts as to exceed budget item appropriated therefor under provisions of city's charter, and no recovery can be had on theory of quasi contract for services performed after exhaustion of appropriation. *Doyle v. C.*, 204M553, 284NW291. See Dun. Dig. 8686.

**201.**

The total cost of government, including schools, as limited by §201 of the St. Paul City Charter, covers the entire cost of operating and maintaining the public schools of the city, including that part of such cost paid by the city from school aid money received from the state and from the federal government. *Sommers v. C.*, 183M545, 237NW427.

In making and fixing the amount of the St. Paul city budget and the appropriations therein in August and September, 1930, to be expended during the year 1931, the population basis to be used was the 1930 federal census, announced in July, 1930, without any additions thereto. *Sommers v. C.*, 183M545, 237NW427.

**206.**

City council of St. Paul is body required to determine whether or not an emergency exists due to excessive expenditure of appropriation for school teachers' salaries. *Op. Atty. Gen.* (63b-1), Nov. 6, 1937.

**223.**

Registered participating certificate representing ownership of undivided interest in a bond of the city and other interest bearing securities is an authorized security within Mason's Stats. 1927, §7714. *Op. Atty. Gen.* (616d-8), Oct. 12, 1934.

Commissioner of public safety of city had no authority to indefinitely suspend from his position superintendent of bureau of police and fire alarm telegraph, on sole ground of a temporary deficiency in fund provided in city budget for all salaries and expenses of said bureau for that year, there being more than twenty employees in said bureau, and no other employees being suspended. *State v. Warren*, 261NW857. See Dun. Dig. 6558a.

**356.**

One appointed and commissioned by the commissioner of public safety of the city of St. Paul a special police officer, at the request of justice of the peace of 10th and 11th wards to serve process issued out of his court, is entitled to recover of an attorney, practicing in said court, for such process so served, at attorney's request, the fees therefor prescribed by Mason's Minn. St. 1929, §6996. *Russ v. K.*, 285NW472. See Dun. Dig. 8753.

**367.**

Comptroller of City of St. Paul had power to limit by his budget estimate expenditures of fire department for fiscal year in question. *State v. Goodrich*, 195M644, 264NW234. See Dun. Dig. 6539a.

**385.**

City council of St. Paul is body required to determine whether or not an emergency exists due to excessive expenditures of appropriation for school teachers' salaries. *Op. Atty. Gen.* (63b-1), Nov. 6, 1937.

**c. 2, §8.**

On death of newly elected councilman before term of office began, there was a vacancy to be filled by the council, and deceased was not automatically succeeded by losing candidate receiving highest number of votes, vacancy being deemed to take place at time term of office would have begun. *Op. Atty. Gen.* (63a-1), April 14, 1939.

**Ordinance.**

Word "stairways" in city ordinance imposing safety requirements as to stairways in department stores, held unambiguous, having its ordinary meaning which included all flights of steps, short or long, and open or enclosed, so that evidence as to interpretation of word was inadmissible. *Montgomery Ward Co. v. S.*, (CCA8), 103F(2d)458.

Evidence held not to show as matter of law that absence of handrail on stairway of department store was not proximate cause of injuries received while descending steps. *Id.*

Evidence held to support finding that defendant was free from negligence in making left turn. *McGerty v. N.*, 191NW443, 254NW601.

Evidence held to sustain finding of violation of ordinance prohibiting keeping of intoxicating liquor for sale without a license. *State v. Kaasa*, 198M181, 269NW365. See Dun. Dig. 4920.

Evidence sustains conviction of keeping and visiting a disorderly house. *City of St. Paul v. M.*, 198M229, 269NW403.

An ordinance prohibiting unnecessary ringing of bells and blowing of whistles on locomotives within corporate limits of a city is reasonable and valid. *Larson v. L.*, 204M80, 282NW669. See Dun. Dig. 6756.

State statute respecting licensing of electrician does not affect city ordinances having more stringent requirements as to qualifications than the state law. *Op. Atty. Gen.* (290u), May 14, 1937.

**Ord. No. 3250 1/2.**

Comptroller of City of St. Paul had power to limit by his budget estimate expenditures of fire department for fiscal year in question. *State v. Goodrich*, 195M644, 264NW234. See Dun. Dig. 6539a.

**44.**

Commissioner of public safety of city had no authority to indefinitely suspend from his position superintendent of bureau of police and fire alarm telegraph, on sole ground of a temporary deficiency in fund provided in city budget for all salaries and expenses of said bureau for that year, there being more than twenty employees in said bureau, and no other employees being suspended. *State v. Warren*, 195M180, 261NW857. See Dun. Dig. 6558a.

**Ord. No. 5553.**

**5.**

Comptroller of City of St. Paul had power to limit by his budget estimate expenditures of fire department for fiscal year in question. *State v. Goodrich*, 195M644, 264NW234. See Dun. Dig. 6539a.

**Ord. No. 5580, §535(b).**

Instruction construing ordinances regarding installation of stacks from furnaces, held correct. *Wright v. H.*, 186M265, 243NW387.

**Ord. No. 5980, §1(j).**

Instruction construing ordinances regarding installation of stacks from furnaces, held correct. *Wright v. H.*, 186M265, 243NW387.

**Ord. No. 6446.**

Comptroller of City of St. Paul had power to limit by his budget estimate expenditures of fire department for fiscal year in question. *State v. Goodrich*, 195M644, 264NW234. See Dun. Dig. 6539a.

**Ord. No. 6856.**

**3.**

One charged with offense of operating a motor vehicle while under influence of intoxicating liquor in violation

of city ordinance is not entitled to a jury trial in municipal court of St. Paul, though conviction involves a fine of \$100 or imprisonment for 90 days, and incidentally involves revocation of driver's license, and although at time of passage of ordinance, there existed a statute covering same subject matter which entitled violator to a jury trial. *State v. Parks*, 199M622, 273NW233. See Dun. Dig. 5235, 6907.

**67.**

Violation of this section by one injured did not bar recovery where such violation did not proximately contribute to happening of accident. *Guile v. G.*, 192M548, 257NW649. See Dun. Dig. 7027.

**Ord. No. 7034.**

The yearly salaries of permanent teachers in public schools of city of St. Paul for calendar year may not be fixed in such amounts as to exceed budget item appropriated therefor under provisions of city's charter, and no recovery can be had on theory of quasi contract for services performed after exhaustion of appropriation. *Doyle v. C.*, 204M553, 284NW291. See Dun. Dig. 8686.

**Ord. No. 7210**

That elevator gate not complying with ordinance was installed before ordinance was enacted does not excuse noncompliance with its provisions. *Gross v. G.*, 194M23, 259NW557.

In action for death of roofing contractor for negligent maintenance of elevator gate and approach, evidence that gates of elevator on floor above one where fatal fall happened were of different construction than gate in question was admissible. *Id.*

Provisions in contract for roofing repairs in a business building that contractor should examine site and determine for himself conditions surrounding work and protect owner from liability did not relieve owner of liability for death of roofer caused by negligent maintenance of elevator and approach. *Id.*

In action for death of roofer against owner of business building, evidence held to sustain verdict that defendant's negligence in respect to elevator gate violating city ordinance, in connection with darkness of room, was proximate cause of death. *Id.* See Dun. Dig. 6987.

In action for death of contractor repairing roof of business building by falling into elevator shaft, defenses of assumption of risk and contributory negligence held for jury. *Id.*

**Ord. No. 7537.**

Under an ordinance defining intoxicating liquor as any beverage with an alcoholic content of more than 3.2 per cent, by weight or 4 per cent, by volume, conviction for selling intoxicating liquor is not sustained by evidence merely that "beer" was being consumed, but inasmuch as in a prosecution for violation of such an ordinance, proof beyond a reasonable doubt is not required, evidence held sufficient to sustain conviction of permitting consumption of intoxicating liquor on his premises during the hours prohibited by the ordinance. *City of St. Paul v. K.*, 194M386, 260NW357. See Dun. Dig. 4946.

**Ord. No. 7641.**

Evidence held to sustain conviction for keeping beer parlor open at unlawful time early Sunday morning. *City of St. Paul v. S.*, 201M208, 275NW623. See Dun. Dig. 4927.

**Ord. No. 7651.**

*Doyle v. C.*, 204M558, 284NW291; see note under Ordinance No. 7034.

**ST. PETER.**

**Charter.**

Water and light department may purchase equipment and supplies and resell the same to consumers, but it cannot finance cost of installation of equipment by a dealer. *Op. Atty. Gen.* (624c-5), Aug. 31, 1934.

**c. 3.**

**§24.**

Provision prohibiting any increase of salaries or compensation during term of office is modified by clause permitting additional compensation for extraordinary service upon vote by two-thirds of common council. *Op. Atty. Gen.* (63a-2), Feb. 5, 1937.

**§26.**

Neither city councilman nor his partner could take employment as laborer with contractor contracting well for city. *Op. Atty. Gen.*, June 3, 1933.

Officers of city may deal with one another if not for purpose of influencing official action. *Op. Atty. Gen.*, Oct. 20, 1933.

**§27.**

Mayor and councilmen of city have full powers of all peace officers in maintaining the peace, and are not limited to exercise of such authority to times of riots and public disturbances. *Op. Atty. Gen.* (847), Aug. 8, 1934.

**c. 4.**

**§5.**

Council is vested with broad powers in adopting rules and regulations for prevention of fires and may pass ordinance regulating construction of theaters and places of public entertainment. *Op. Atty. Gen.* (59a-32), Jan. 3, 1936.

City may furnish guards and boats and other facilities for protection of public in using swimming pools. *Op. Atty. Gen.* (59b-11), Aug. 10, 1936.

**§5(9).**

Soliciting and canvassing may be made a nuisance by ordinance, but it cannot be prohibited or licensed solely for the purpose of shutting out competition in behalf of local merchants. *Op. Atty. Gen.* (62b), Apr. 18, 1935.

**§5(11).**

City of St. Peter has power to acquire and maintain a municipal hospital. *Op. Atty. Gen.* (59b-5), Aug. 6, 1938.

City of St. Peter has authority to use surplus electric light fund for paying cost of constructing a hospital without submitting proposition to voters. *Op. Atty. Gen.* (624a-6), Sept. 2, 1938.

**c. 5.**

Offices of councilman and school board member are incompatible. *Op. Atty. Gen.* (63a-3), Apr. 19, 1934.

**c. 5, III, §4.**

City attorney acting also as clerk was entitled to retain fee for issuance of ethyl alcohol permit under Mason's Stat., §3204. *Op. Atty. Gen.*, Aug. 30, 1933.

**c. 6, §3.**

Council may, but is not compelled to advertise for bids for purchase of supplies, or for other contracts in excess of \$100. *Op. Atty. Gen.* (707a-4), May 3, 1939.

**c. 8, §1.**

Council is vested with broad powers in adopting rules and regulations for prevention of fires and may pass ordinance regulating construction of theaters and places of public entertainment. *Op. Atty. Gen.* (59a-32), Jan. 3, 1936.

**Ordinance.**

Game wardens are authorized to participate in and supervise sale of rough fish and are not subject to municipal ordinances regulating transient merchants. *Op. Atty. Gen.* (2081), Dec. 2, 1937.

Act of going upon private premises for purpose of establishing a sales route for butter and bakery products and obtaining permission of owner or occupants to come upon their premises in future for purpose of soliciting order for such commodities, is not "soliciting orders" or "disposing of or peddling or hawking" such commodities within meaning of so-called "Green River Ordinance". *Op. Atty. Gen.* (59a-32), July 6, 1938.

**No. 105, §5.**

School election not an election within meaning of statutes and ordinances respecting sales of liquor on election day. *Op. Atty. Gen.* (2180-1), May 22, 1937.

**SAUK CENTER.**

**Charter.**

City may sponsor WPA project on fair grounds owned by city and leased to county fair association. *Op. Atty. Gen.* (772c-5), Apr. 7, 1936.

Notice of special school meeting under Sp. Laws 1869, c. 32, §14, held sufficient. *Op. Atty. Gen.* (141a-16), Sept. 23, 1937.

Municipality may not enter into conditional sales contracts or other installment contracts for purchase of personal property to be used in carrying on its governmental functions. *Op. Atty. Gen.* (59a-7), Dec. 20, 1937.

Charter may be amended to provide for payment of hospital bonds in hospital services rather than in money. *Op. Atty. Gen.* (59b-5), Apr. 21, 1938.

**19.**

It is not necessary to publish proceedings of water, light and power commission of city of Sauk Center, other than periodical reports. *Op. Atty. Gen.* (59a-37), Dec. 27, 1937.

**20.**

Council may employ persons to make investigations in connection with poor relief matters, but cannot delegate to them authority to act in matter requiring exercise of judgment and discretion of the council. *Op. Atty. Gen.* (59a-34), Apr. 23, 1938.

Employment of persons to make investigations in connections with poor relief matters may be by resolution. *Op. Atty. Gen.* (59a-34), Apr. 22, 1938.

**51.**

Warrants may not be issued in present fiscal year payable from tax levy made for next fiscal year. *Op. Atty. Gen.* (59a-7), Dec. 20, 1937.

**57.**

Charter does not authorize issuance of bonds by council for purchase of truck where bond issue is not provided for in budget. Op. Atty. Gen. (59a-7), Dec. 20, 1937.

**98.**

Charges for power furnished city for operating motors of city sewage disposal plant should be "based on cost of service." Op. Atty. Gen. (624c-11), Feb. 18, 1938.

**109.**

Salary of municipal judge of Sauk Center may not be diminished during term. Op. Atty. Gen. (3071), Apr. 23, 1936.

**SHAKOPEE.**

**Charter.**

City may not accept as gift power line outside city without vote of people. Op. Atty. Gen., Aug. 3, 1933.

Provision in Laws 1923, c. 317, Mason's Stat., §1806, requiring candidate to file 15 days before election does not apply to special election to fill vacancy in board of aldermen. Op. Atty. Gen., Sept. 7, 1933.

**c. 6.**

**§2.**

City may authorize a license or permit to an individual to construct a concession stand in a public park, but cannot enter into a lease without a vote of the people. Op. Atty. Gen. (217f-1), March 16, 1938.

**Ordinance.**

**c. 3, §4.**

A "purchase order" is a contract that must be signed by both city recorder and mayor, or proper official in absence of mayor from city. Op. Atty. Gen. (59a-15), May 29, 1936.

**SLEEPY EYE.**

Op. Atty. Gen., May 5, 1931; note under §1731.

**Charter.**

**c. 2.**

**§2.**

Eligibility to office is co-ordinate with right to vote. Op. Atty. Gen. (63a-1), Mar. 29, 1938.

**§4.**

Resolution declaring vacancy must be passed as required by c. 4, §10. Op. Atty. Gen. (63a-1), April 7, 1939.

Resolution declaring vacancy in office of alderman does not take effect until publication in official paper and person may not be elected to fill vacancy at same meeting. Id.

In event of tie vote by four aldermen in making appointment of alderman to fill a vacancy, mayor is not entitled to a vote. Id.

**§7.**

Removal of a councilman from one ward to another ward in city does not automatically vacate his office, unless such removal constitutes a change of residence, and a resident of a particular ward is not entitled to vote in ward in which he intends to move or to be elected to office in such ward. Op. Atty. Gen. (63a-1), Mar. 29, 1938.

**c. 4.**

City may improve shores of lake lying partially or wholly within corporate limits, and may acquire easement outside city to turn waters of irrigation or drainage system into lake, and creation of state park of part of city lying on lake does not change boundary of city so as to prevent improvements. Op. Atty. Gen. (330c-5), Nov. 26, 1934.

**§5.**

City council in its discretion may expend money in providing garden plots and seeds to WPA workers and persons in need, and may provide musical entertainment and pay salary of instructor in connection with physical education of youth of city. Op. Atty. Gen. (59a-22), May 16, 1936.

**§10.**

A resolution declaring a vacancy in office of alderman must be executed with same formality as other ordinances. Op. Atty. Gen. (63a-1), April 7, 1939.

**§45.**

City council in its discretion may expend money in providing garden plots and seeds to WPA workers and persons in need, and may provide musical entertainment and pay salary of instructor in connection with physical education of youth of city. Op. Atty. Gen. (59a-22), May 16, 1936.

City may appropriate money to American Legion Drum Corps, but only for its services while playing in public parks of city. Op. Atty. Gen. (59a-22), Apr. 27, 1937.

**c. 5.**

**§10.**

Surplus heating funds may be transferred to general fund and then to electric light fund for purpose of pur-

chasing additional light plant equipment. Op. Atty. Gen. (59a-36), Jan. 13, 1937.

**c. 9, §10.**

City council of Sleepy Eye may, on its own initiative, authorize sewer to be extended from park to sewage system and pay for same out of general revenue fund, or assess property benefited. Op. Atty. Gen., June 17, 1932.

**SOUTH ST. PAUL.**

**Charter.**

Abutting property owner is required to maintain service pipes and connections from building to distributing main at his own cost and expense, though main is on other side of street. Op. Atty. Gen., May 27, 1933.

Special school district in South St. Paul has authority to expend public moneys for transportation of pupils. Op. Atty. Gen., Feb. 1, 1934.

It is duty of city attorney to represent board of education unless board retains another attorney for that purpose, Laws 1907, c. 60, not repealing charter provisions of cities in any respect of merely providing additional members whereby board of education may obtain legal services. Op. Atty. Gen. (779a-3), Nov. 28, 1934.

A city of the third class, such as South St. Paul, operating under home rule charter need not establish police pensions under §§1436 to 1442, but may establish pensions for all city employees under §254-23, et seq. Op. Atty. Gen. (785j), Aug. 19, 1936.

Bonds held prima facie valid though there was no recital of expediency in resolution calling election, notice of election did not give location of several polling places within city, and bonds carried a lower rate of interest than that fixed by resolution and ballot. Op. Atty. Gen. (928a-8), Oct. 13, 1937.

City may issue bonds under Laws 1933, c. 341, §18a, for sewage disposal plant without a vote of electors. Op. Atty. Gen. (387b-2), Sept. 6, 1938.

**c. 3, §4.**

For purposes of this section mayor is considered a member of the "city council." Op. Atty. Gen., Jan. 3, 1934.

**c. 4, §5.**

Laws 1933, c. 116, §1, supersedes this provision insofar as it relates to licensing and regulating sale of non-intoxicating malt liquors. Op. Atty. Gen., May 18, 1933.

City of So. St. Paul may not contribute toward the construction of a swimming pool in a park, but may accept such pool as a gift or purchase it. Op. Atty. Gen., June 8, 1933.

**§14.**

City of So. St. Paul may not contribute toward the construction of a swimming pool in a park, but may accept such pool as a gift or purchase it. Op. Atty. Gen., June 8, 1933.

**c. 7, §§3-5.**

Practical construction of provision in franchise as to license taxes held admissible. City of So. St. Paul v. N., 189M26, 248NW288.

**c. 10.**

**§28.**

Laws 1937, c. 416, applies to the city of South St. Paul. Op. Atty. Gen. (707b-2), July 9, 1938.

**§35.**

City council has no authority to abate interest on old unpaid assessment. Op. Atty. Gen., Mar. 15, 1934.

**§36.**

Interest should be charged on old assessments at rate of 1% per month commencing to run 60 days from first publication of notice by city treasurer that he has received warrant for collection of assessments, and should run until warrant is paid in full. Op. Atty. Gen., Mar. 15, 1934.

**c. 11.**

**§13.**

Laws 1937, c. 416, applies to the city of South St. Paul. Op. Atty. Gen. (707b-2), July 9, 1938.

**Ordinance.**

**No. 102, §6.**

Practical construction of provision as to license fee held admissible. City of So. St. Paul v. N., 189M26, 248NW288.

**SPRINGFIELD.**

**Charter.**

On adoption of municipal court in city of Springfield all books and records of discontinued justice court are delivered to municipal court which may issue all necessary executions and transcripts. Op. Atty. Gen., Mar. 17, 1934.

**29.**  
Motion passed by council was of no legal effect as amendment of ordinance to which it did not refer. Op. Atty. Gen., Aug. 2, 1933.

**58.**  
City of Springfield may use surplus proceeds derived from public utilities for general city purposes, such as purchase of land for airport. Op. Atty. Gen., Jan. 3, 1934.

**97.**  
Op. Atty. Gen., Jan. 3, 1934; note under §58.

**105.**  
City may not appoint member of council as dairy inspector. Op. Atty. Gen. (90e), Apr. 16, 1934.

**Ordinance.**

Matter of parking trucks on streets of city and use of tarvia treated streets by tractors with lugs and newly shod horses and heavy machinery are matters of local regulation. Op. Atty. Gen. (396c-9), May 22, 1937.

**STAPLES.**

**Charter.**

A city cannot, by a home rule charter, abrogate such general rules of equity as those of laches and estoppel to deny liabilities under contracts. City of Staples v. M., 196M303, 265NW58. See Dun. Dig. 6719.

**67 (65).**

City may issue certificates of indebtedness to be payable out of earnings of hospital without submitting question of issuance to voters. Op. Atty. Gen. (59a-51), Nov. 6, 1936.

**84.**

City is not authorized to invest money in water and light branch of sinking fund in certificates of indebtedness payable only out of earnings of hospital. Op. Atty. Gen. (59a-51), Nov. 6, 1936.

**88.**

City cannot lease auditorium added to high school building for a long term, or issue bonds therefor, though the auditorium is built for purpose of obtaining federal money and to take care of unemployed. Op. Atty. Gen. (63b-2), May 17, 1935.

**STILLWATER.**

**Charter.**

A member of Board of Water Commissioners might be appointed for a term of two years instead of three without serious results, as he would be at least a de facto member. Op. Atty. Gen., Aug. 10, 1932.

Board of water commissioners of city of Stillwater is a part of city government and not an independent corporation separate from city itself, and employees of board are "public employees" of city within meaning of Public Employees Retirement Association Act. Op. Atty. Gen. (331b), May 18, 1938.

Names on city ballot of Stillwater, which holds its election at same time as biennial state election, should be rotated and not arranged alphabetically. Op. Atty. Gen. (28b-3), Oct. 10, 1938.

City ballot of city of Stillwater, which holds its election at same time as biennial state election, should be printed on red paper. Id.

**4, 5.**

Op. Atty. Gen., Feb. 11, 1935; note under §197.

**27.**

City of Stillwater has authority to limit weight of commercial vehicles on such of its streets as are not trunk highways. Op. Atty. Gen. (59a-32), Aug. 16, 1935.

**49.**

City council has authority to appropriate money for purpose of vaccinating school students against small pox and diphtheria. Op. Atty. Gen. (59a-23), Feb. 15, 1935.

**57, 59.**

Op. Atty. Gen., Feb. 11, 1935; note under §197.

**60.**

Op. Atty. Gen., Feb. 11, 1935; note under §197.

City may lease river terminal property to a private person for a period of 20 years with an option in lessee to extend term for 20 years more, by passage of proper ordinances or resolutions. Op. Atty. Gen. (63b-11), Feb. 2, 1939.

**82.**

Newly elected mayor prior to time for taking office may write city insurance as agent for an insurance company. Op. Atty. Gen. (407b-6), Nov. 30, 1934.

**85.**

A vote to fill a vacancy of two-one-one did not result in an election. Op. Atty. Gen. (63a-11), Mar. 11, 1935.

This section prescribes exclusive method for filling vacancies in offices of mayor or councilmen. Op. Atty. Gen. (63a-11), Mar. 27, 1935.

**90.**

Special election may not be called to fill vacancy in office of councilman, notwithstanding inability of council to agree on successor. Op. Atty. Gen. (63a-11), Mar. 27, 1935.

**108.**

Under Mason's Stat., §§292, 301, names of candidates upon ballot in general city election must be rotated regardless of provision in home rule charter providing that they be printed in alphabetical arrangement. Op. Atty. Gen. (28b-2), Oct. 17, 1934.

**118.**

Op. Atty. Gen., Feb. 11, 1935; note under §197.

**122.**

A vote standing 2-1-1 to fill vacancy in city council did not result in election of person receiving two votes. Op. Atty. Gen. (63a-11), Mar. 11, 1935.

**124.**

A vote standing 2-1-1 to fill vacancy in city council did not result in election of person receiving two votes. Op. Atty. Gen. (63a-11), Mar. 11, 1935.

City may lease river terminal property to a private person for a period of 20 years with an option in lessee to extend term for 20 years more, by passage of proper ordinances or resolutions. Op. Atty. Gen. (63b-11), Feb. 2, 1939.

**128.**

Offices of register of deeds and member of city council without compensation are not incompatible. Op. Atty. Gen. (358e-1), Nov. 22, 1938.

**139.**

Offices of city treasurer and city clerk are incompatible. Op. Atty. Gen. (358e-1), Jan. 15, 1937.

**142.**

Power of council to remove appointive officers is absolute. Op. Atty. Gen., Mar. 23, 1934.

**145.**

Mayor-elect is not officer until he qualifies and takes office. Op. Atty. Gen. (707b-6), Dec. 26, 1934.

**167.**

Members of board of review are not entitled to compensation for work performed after third Monday of July. Op. Atty. Gen. (469b-7), Dec. 31, 1935.

Board of Equalization may not be paid for work performed after third Monday of July of each year. Op. Atty. Gen. (406c), July 11, 1936.

**168.**

Assessor is not entitled to compensation for extra services. Op. Atty. Gen., May 2, 1933.

It is not necessary that city assessor approve recommendation of Stillwater board of review for abatement of taxes. Op. Atty. Gen. (406c), June 21, 1937.

**180.**

Certificates sold and issued under this section are issued before tax money out of which they are to be paid is due and payable, while §198 permits the issuance of certificates against entire anticipated revenue which is due and payable, and certificates may be issued under the latter for temporary purposes. Op. Atty. Gen. (59a-51), June 6, 1935.

**187.**

Members of board of reviews are not entitled to compensation for work performed after third Monday of July. Op. Atty. Gen. (469b-7), Dec. 31, 1935.

**197 (1).**

If city proposes to borrow money to pay for a municipal electric light or gas plant, it will have to follow all of the specific provisions of Mason's Stats., 1927, §§1959 to 1968, but if proposes issuing its bonds for sale other than to the state, city council has power by adoption of an ordinance by four-fifth's vote to authorize borrowing of such money and issuing of such bonds without submitting propositions to electors. Op. Atty. Gen. (624c-8), Feb. 11, 1935.

Mason's Stats., 1927, §§1754 to 1759, do not limit or modify powers granted to city of Stillwater in its charter with reference to constructing an electric light or gas plant, or with reference to issuing bonds to pay cost of constructing such plant or plants. Id.

**198.**

Certificates of indebtedness may be issued under this section for temporary purposes after tax money out of which they are to be paid is due and payable, while §180 refers to certificates issued before taxes are due and payable. Op. Atty. Gen. (59a-51), June 6, 1935.

**200.**

Op. Atty. Gen., Feb. 11, 1935; note under §197(1).  
Vote on charter amendments authorizing issuance of bonds for certain purpose upon vote of people must be adopted before there can be a vote on proposition of issuance of bonds. Op. Atty. Gen. (63b-4), June 5, 1935.

**202.**

This section is broad enough to authorize surfacing of city streets with tar, but whether such surfacing constitutes "paving" or "macadamizing" depends upon nature of material used and extent and results obtained. Op. Atty. Gen. (396c-10), May 21, 1937.

**218.**

Whether trouble with sewer creates an emergency which would permit construction of new sewer without advertising for bids is a question of fact. Op. Atty. Gen. (59b-12), May 15, 1934.

**234.**

Assessment of water rent against property does not become effective until confirmed and established and placed on file in office of city clerk. Op. Atty. Gen. (624a-5), June 25, 1935.

City council may issue certificates of indebtedness in anticipation of collection of assessments for local improvements, which were paid for out of general fund of city. Op. Atty. Gen. (59a-4), Dec. 2, 1936.

Section 198 of charter contemplates levy of an assessment for street improvements prior to issuance of certificates of indebtedness, while §254 permits issuance of certificates of indebtedness prior to levy of special assessment. Op. Atty. Gen. (396c-10), May 21, 1937.

**254.**

City council may issue certificates of indebtedness in anticipation of collection of assessments for local improvements, which were paid for out of general fund of city. Op. Atty. Gen. (59a-4), Dec. 2, 1936.

Section 198 of charter contemplates levy of an assessment for street improvements prior to issuance of certificates of indebtedness, while §254 permits issuance of certificates of indebtedness prior to levy of special assessment. Op. Atty. Gen. (396c-10), May 21, 1937.

**272.**

Bids must be called for in purchasing automobile of a certain make and type. Op. Atty. Gen. (707a-4), Sept. 15, 1936.

**287.**

Op. Atty. Gen. (59b-12), May 15, 1934; note under §213.

**333.**

School board of city of Stillwater may not levy in excess of 23 mills for school purposes without approval of city council. Op. Atty. Gen. (519m), Dec. 17, 1937.

**347.**

Assessment of water rent against property does not become effective until confirmed and established and placed on file in office of city clerk. Op. Atty. Gen. (624e-5), June 25, 1935.

Stillwater board of water commissioners may contract with persons living outside corporate limits for distribution of water and fix price and rates therefor. Op. Atty. Gen. (59b-13), July 6, 1937.

**Art. 10, §164.**

Offices of city assessor and county commissioner are incompatible. Op. Atty. Gen. (358a-3), July 7, 1939.

**Art. 11.**

Op. Atty. Gen. (59b-12), May 15, 1934; note under §213.

**Art. 13.**

Op. Atty. Gen. (59b-12), May 15, 1934; note under §213.

**Art. 14, §206.**

City may grant temporary permit from year to year after expiration of power franchise. Op. Atty. Gen., Mar. 19, 1934.

**Ordinance.**

One could not operate exclusive liquor store where there was an archway permitting access to and from bowling alley. Op. Atty. Gen., Feb. 16, 1934.

Where ordinance permits search warrant may issue to search places suspected of selling intoxicating liquors. Op. Atty. Gen., Mar. 20, 1934.

**THOMSON.**

**Charter.**

Village may construct a sewage disposal plant under Mason's Stat. 1927, §1880 et seq. Op. Atty. Gen. (387G-9), May 9, 1939.

**TOWER.**

**Charter, §39.**

Work by day labor is not prohibited. Op. Atty. Gen., May 9, 1933.

**TRACY.**

**Charter.**

**c. 4, §20.**

Whether or not city may declare keeping of bees a public nuisance is a question for judicial determination in each particular case. Op. Atty. Gen. (59a-32), May 23, 1934.

**TWO HARBORS.**

**Charter.**

City need not comply with code requirements under National Industrial Recovery Act with respect to its coal and ice distributing system. Op. Atty. Gen. (74c-1), Nov. 1, 1934.

If city charter permits water bills to be assessed against real estate, they become liens thereon of which purchaser of lands must take notice, although not filed with county auditor. Op. Atty. Gen. (624d-5), Nov. 3, 1934.

**c. 2, §4.**

Vacancy in office of city attorney is to be filled by city council only for unexpired term. Op. Atty. Gen. (63b-23), Apr. 2, 1935.

**c. 7.**

**27.**

City could authorize payment of expenses of alderman attending American Legion convention at which a conservation measure gravely affecting the city was coming up for determination. Op. Atty. Gen. (63a-2), Feb. 7, 1939.

City may enact ordinance fixing maximum age of public employees. Op. Atty. Gen. (59a-32), April 10, 1933.

**40.**

Petition for vacation need be signed only by property owners abutting on portion of street to be vacated. Op. Atty. Gen. (396c-18), July 3, 1935.

**Ordinance.**

**No. 157.**

Ordinance fixing maximum age of public "employees" did not cover city attorney. Op. Atty. Gen. (59a-32), April 10, 1933.

**UNIVERSITY OF MINN.**

**Charter, §4.**

Order of industrial commission requesting changes in nurses' home on University campus for fire protection purposes is of no legal effect. Op. Atty. Gen., May 26, 1933.

**VIRGINIA.**

**Charter.**

City may pay rent and janitor service for building used as a national reemployment building, if city is directly or indirectly benefiting from such expenditure. Op. Atty. Gen. (59a-22), June 22, 1934.

City of Virginia, though it has no such authority under the charter, may issue certificates of indebtedness under authority of Mason's Stats., §2066-4. Op. Atty. Gen. (59a-51), Sept. 29, 1934.

Where member of city of Virginia fire department relief association left department but was granted leave of absence to enable him to fill out his seven years of service with the department "and acting membership in the association," and died while on leave of absence, his beneficiary was entitled to all benefits, and association may make a present cash payment from special and general funds in settlement and relinquishment of claim according to constitution and by-laws of association. Op. Atty. Gen. (198a-1), Mar. 12, 1937.

Majority of members elect of council have power to appoint city officers and employees as well as power to fix their compensation. Op. Atty. Gen. (63a-1), Mar. 24, 1937.

Water and light commission, in exercise of its judgment and discretion, may furnish heat to a particular class of users, such as churches, at less than rates charged to consumers generally so long as it does not act arbitrarily or fix rates which are unjust and unreasonable. Op. Atty. Gen. (59b-7), Apr. 1, 1938.

**22.**

City council may set salaries for city officials for ensuing term by resolution supported by five members. Op. Atty. Gen. (63a-2), May 25, 1934.

**50.**

City can make deposit only in bank contracting to pay interest and may not deposit money in federal bank which is prohibited by law from paying anything. Op. Atty. Gen., Aug. 5, 1933.

City may place money on time deposit where not necessary for ordinary current requirements. Id.

**63.**

Assessor may employ necessary deputies in order to complete city assessments, notwithstanding limitations as to compensation contained in city charter. Op. Atty. Gen. (12a-1), May 26, 1934.

**82.**  
City council may set salaries for city officials for ensuing term by resolution supported by five members. Op. Atty. Gen. (63a-2), May 25, 1934.

**83.**  
Vote on resolution to increase salary of municipal judge for services as judge of conciliation court is governed by §1377 and not by this charter, and mayor has no power to veto. Op. Atty. Gen. (742), July 13, 1936.

**90.**  
Op. Atty. Gen., May 17, 1933; note under §131.  
Warrant can only be issued on levy for present fiscal year and upon unextended levy of past year only when collected and certificates cannot be issued to provide funds for present fiscal year to be taken up with funds from taxes levied for the next fiscal year. Op. Atty. Gen. (59a-51), Nov. 2, 1936.

**96.**  
Rates for electricity and water may be fixed so as to create a reasonable reserve or sinking fund. Op. Atty. Gen., May 17, 1933.

**104.**  
Appointment of custodian of buildings must be by majority vote of all members of city council. Op. Atty. Gen. (63a-1), Apr. 21, 1934.

**121.**  
A charter provision requiring a verification of signatures on each separate "paper" or petition for a recall election is not satisfied where several such papers or petitions are bound together and then one verification attached purporting to cover signatures on all of such papers or petitions. State v. Bickford, 193M135, 258NW 11.  
It takes no greater number of signers for recall of an alderman at large than for the recall of other city officers. Op. Atty. Gen. (63a-9), Apr. 18, 1934.

**131.**  
City may invest reserve fund in certificates of deposit or bonds. Op. Atty. Gen., May 17, 1933.  
Surplus utility funds may be transferred to general fund and used for other municipal purposes. Op. Atty. Gen. (59a-22), Nov. 9, 1936.

**140.**  
Warrant can only be issued on levy for present fiscal year and upon unextended levy of past year only when collected, and certificates cannot be issued to provide funds for present fiscal year to be taken up with funds from taxes levied for the next fiscal year. Op. Atty. Gen. (59a-51), Nov. 2, 1936.

**149.**  
Op. Atty. Gen., May 17, 1933; note under §96.

**155.**  
City has authority to extend its water mains beyond its limit, but must obtain consent if other communities are incorporated, and cannot assess benefits against abutting owners outside its own limits unless it is a city of the first class. Op. Atty. Gen. (624d-11), Aug. 2, 1934.

**c. 5.**  
**82.**  
Mayor has right to veto a resolution passed by the city council, relative to a matter specified in §97-A of the city charter. Tamte v. E., 285NW720.  
Where an ordinance or resolution is returned without mayor's approval, county should vote upon question at next meeting of city council immediately following return. Op. Atty. Gen. (61j), March 9, 1939.

**97.**  
City may amend its charter so as to authorize construction of hospitals and community buildings and issue bonds to pay cost of them by a majority vote of city council. Op. Atty. Gen. (1001a), Aug. 21, 1937.

**97-A.**  
Mayor has no power of veto over resolution authorizing issuance of bonds pursuant to this section. Op. Atty. Gen. (61j), Sept. 29, 1938.

**Ordinance.**  
**No. 215, §2.**  
Appointment of custodian of buildings must be by majority vote of all members of city council. Op. Atty. Gen. (63a-1), Apr. 21, 1934.

**WABASHA.**  
**Charter.**  
Offices of justice of the peace and city assessor are not incompatible. Op. Atty. Gen. (358d-5), Apr. 16, 1935.  
Office of alderman elected for a particular ward becomes vacant upon his removal to another ward. Op. Atty. Gen. (63a-11), March 11, 1939.

**c. 6, §50.**  
City council has power to temporarily transfer money from general fund for purpose of making temporary

street improvement, to later become part of permanent improvement. Op. Atty. Gen. (396c-6), May 24, 1937.

**c. 7, §57.**  
Improvement may be made and cost assessed against benefited property so long as property owner is given right to be heard in subsequent proceedings for enforcement of assessment. Op. Atty. Gen. (396c-6), May 24, 1937.

**Ordinance.**  
City council may pass ordinance permitting revocation of malt liquor licenses without notice. Op. Atty. Gen. (217b-1), Jan. 25, 1935.

**No. 25.**  
A truck warehouse and depot, located in Wadena, Minn., a block and a half from main business street and within a block of a public garage, a similar truck depot, a large warehouse, a furniture store and undertaking parlor, and on street running directly from railroad depot to main business street, is not a nuisance, either public or private. Village of Wadena v. F., 194M146, 260NW221.

**WALKER.**  
**Ordinance No. 45.**  
This ordinance is probably invalid, and cannot be filed with secretary of state by reason of delay. Op. Atty. Gen. (484c-1), June 26, 1937.

**WARREN.**  
**City Charter.**  
**c. 2, §13.**  
A city officer, who, as managing officer of a bank, takes part in having that bank designated as depository of city funds, violates charter provisions, even though he takes no part in making of contract in behalf of city. Op. Atty. Gen. (90e-2), Apr. 7, 1936.

**c. 5, §24.**  
City officer, who, as managing officer of a bank, takes part in having that bank designated as depository of city funds, violates charter provisions, even though he takes no part in making of contract in behalf of city. Op. Atty. Gen. (90e-2), Apr. 7, 1936.

**WASECA.**  
**Charter.**  
As statutes existed in 1934, city council had no authority to discontinue salary of municipal judge or place him on a fee basis. State v. City of Waseca, 195M266, 262NW633.

**c. 5.**  
**§5.**  
Water and light board has no power to enter into contract with a power company to erect and maintain power and light lines along streets when such lines are not used in connection with electric light plant owned and operated by city, power to enter into such contract being vested in city council. Op. Atty. Gen. (624a-4), Sept. 3, 1936.

**§19.**  
Sale of insurance by a member of the water and light board to the city hospital and to the park board violates this section, and the same is true of publication of city's annual financial statement in a newspaper owned by a member of the park board. Op. Atty. Gen. (90e-3), May 4, 1939.

**c. 11.**  
City of Waseca, through its water and light board, has authority to enter into contract with an electric construction company to sell electricity, to be delivered at substation in city and used by the purchaser outside limits of city, without a vote of electors, though city purchases its current at wholesale from a public utility. Op. Atty. Gen. (624c-12), June 30, 1937.

**1.**  
Water and light board has no power to enter into contract with a power company to erect and maintain power and light lines along streets when such lines are not used in connection with electric light plant owned and operated by city, power to enter into such contract being vested in city council. Op. Atty. Gen. (624a-4), Sept. 3, 1936.

**c. 12, §1.**  
City has power under Mason's Stats., §5494-39, to condemn land for airport outside its limits, and procedure should be had under this charter. Op. Atty. Gen. (817f), Aug. 3, 1934.

Condemnation procedure under this charter is sufficient and constitutional. Id.

**WAYZATA.**

**Charter.**

**c. 2, §13.**

Vacancy in office of justice of the peace of city of Wayzata is to be filled by appointment of governor. Op. Atty. Gen. (266a-12), Apr. 20, 1934.

Vacancy in office of city justice of the peace may be filled by appointment by governor pursuant to terms of city charter. Op. Atty. Gen. (266a-12), Feb. 7, 1936.

**WEST ST. PAUL.**

**Charter.**

Proposed amendment to transfer authority of city council over school to the board of education approved. Op. Atty. Gen. (63h-4), June 4, 1936.

Electors may adopt amendment providing for oiling of streets upon resolution of council without filing of petition by benefited property owners. Op. Atty. Gen. (59a-11), July 29, 1936.

**c. 2.**

**§2.**

Chief of police is to be appointed by civil service commission and not city council. Op. Atty. Gen. (785e-2), March 18, 1938.

**§6.**

Sale of home by alderman and his removal to another city did not create vacancy in the office of alderman, if he intends to return to his ward and build a new home, ultimate test being whether he still remains a resident for purposes of voting. Op. Atty. Gen. (63a-1), June 4, 1937.

**c. 4, §7.**

Council may not expend public funds for purchase of a police radio for constable, not being part of police department, and being independent of the mayor. Op. Atty. Gen. (847), July 27, 1939.

**§8.**

Number of police is to be determined by city council, but appointment thereof must be by civil service commission. Op. Atty. Gen. (785e-2), March 18, 1938.

**c. 8, §4.**

School board of city of West St. Paul may elect as clerk of board superintendent of schools secretary. Op. Atty. Gen. (356f), Dec. 27, 1934.

**WILLMAR.**

**Home Rule Charter.**

City may furnish water and light beyond city limits without vote of people. Op. Atty. Gen., July 15, 1933.

**Charter.**

City may not provide for licensing of used car dealers in absence of statutory or charter authority, and could under no circumstances discriminate in favor of established dealers or extract an unreasonable license fee. Op. Atty. Gen. (59a-32), Dec. 28, 1938.

**26.**

City of Willmar has power to enact ordinances regulating and licensing business of commercial photography. Op. Atty. Gen., July 27, 1932.

License fee of \$100 for three years for commercial photography is unreasonable. Op. Atty. Gen., July 27, 1932.

**72. (18.)**

City council has power to compel persons maintaining cesspools and privies to connect with sanitary sewer system. Op. Atty. Gen. (387b-9), Sept. 17, 1935.

**200.**

Curbing is not so incidental to or connected with building or repair or sidewalks that a valid contract may be entered into for building of such curbing as may be ordered by city council during calendar year. Nelson v. C., 201M305, 276NW234. See Dun. Dig. 6625.

**Ordinance.**

**No. 259.**

This ordinance is not affected or superseded by Mason's Stats. §3813, as amended, except insofar as it applies to sellers of milk and cream who are required to obtain a license under such §3813. Op. Atty. Gen. (290f-6), June 26, 1935.

**WINDOM.**

**Charter.**

**7.**

Special elections may not be called by way of referendum, petition or otherwise by the voters. Op. Atty. Gen. (59a-7), May 22, 1935.

**72.**

Cities operating under home rule charter may issue bonds to pay costs of construction of a hospital. Op. Atty. Gen. (59a-7), May 22, 1935.

**91.**

Surplus utility funds may be used for other municipal purposes. Op. Atty. Gen. (59a-22), Feb. 6, 1936.

**123.**

City may adopt civil service commissions' plan relating to police departments, notwithstanding home rule charter provisions. Op. Atty. Gen., Oct. 11, 1933.

**c. 4.**

**72. (5.)**

City council may not grant a permit to erect a permanent outside stairway over a sidewalk. Op. Atty. Gen. (63b-17), June 23, 1938.

**WINONA.**

**Charter.**

Op. Atty. Gen., June 9, 1931; note under §573.

City council of Winona may not, under general welfare clause of its charter (Sp. L. 1887, c. 5), without vote of people, issue bonds or certificates to raise money to meet unemployment crisis. Op. Atty. Gen., Aug. 17, 1932.

Board of Municipal works of city of Winona may establish a separate classification as to water rates for golf clubs. Op. Atty. Gen. (59b-13), Nov. 13, 1938.

A city may regulate but cannot prohibit billboards on private property, regulation includes power to prohibit billboards in residential sections. Op. Atty. Gen. (59a-32), Dec. 23, 1938.

City may sell real estate without calling for bids. Op. Atty. Gen. (707a-11), May 19, 1939.

Municipal water plant may furnish water to city department and city board without making a charge therefor, but cannot furnish water to a semi-public golf club managing land to which city has title. Op. Atty. Gen. (59B-13), May 23, 1939.

**c. 4, §3.**

City may adopt ordinance regulating carpenters and contractors and requiring that they obtain license. Op. Atty. Gen. (477b-7), Apr. 20, 1936.

**WORTHINGTON.**

**Charter.**

Council rejecting bids for an improvement to power plant may at a subsequent meeting reconsider action and award contract. Op. Atty. Gen. (707a-10), May 9, 1939.

**13.**

City council member who is agent of surety company may not act for surety company in furnishing contractor's bond. Op. Atty. Gen. (471f), Sept. 17, 1938.

**84.**

City may adopt an ordinance licensing plumbers and regulating plumbing in conformity with Minnesota plumbing code of minimum standards and requirements adopted by the Minnesota State Board of Health on October 27, 1933, though it has a population of less than 5,000. Op. Atty. Gen. (477b-22), July 28, 1934.

**39.**

Provision in home rule charter requiring city assessor to be a freeholder contravenes constitution, art. 1, §17. Op. Atty. Gen. (12a), Apr. 28, 1937.

**86.**

City council of Worthington under its home rule charter may transfer surplus moneys from water and light fund to musical entertainment fund in such amount as in exercise of its official judgment and discretion may be necessary to subserve public purpose. Op. Atty. Gen. (519h), May 18, 1937.

**140.**

City may acquire land outside of limits of city for park and recreational purposes. Op. Atty. Gen. (330c-1), July 19, 1938.

**163.**

As affecting petition for paving street, City of Worthington has the option of proceeding under its home rule charter, Mason's Statutes, §1815, or under §1918-17. Op. Atty. Gen. (396c-10), Apr. 15, 1936.

**c. 5.**

**90.**

City may issue revenue certificates payable from future earnings of water and light plant without submitting question to electors. Op. Atty. Gen. (59a-36), Oct. 3, 1938.

**WYKOFF.**

Village of Wykoff is now governed by provisions of 1885, c. 145. Op. Atty. Gen. (477a), March 2, 1938.

# Appendix No. 4

## Court Rules

### REVISED RULES OF THE SUPREME COURT OF THE UNITED STATES

(See index following rules)

(Adopted February 13, 1939. Effective February 27, 1939)

1.

#### CLERK.

1. The clerk of this court shall reside and keep the office at the seat of the National Government, and he shall not practice as attorney or counsellor in any court, while he continues in office.

2. The clerk shall not permit any original record or paper to be taken from the office without an order from the court or one of the justices, except as provided by Rule 13, paragraph 4.

2.

#### ATTORNEYS AND COUNSELLORS.

1. It shall be requisite to the admission of attorneys or counsellors to practice in this court, that they shall have been such for three years past in the highest court of a State, Territory, District, or Insular Possession, and that their private and professional characters shall appear to be good.

2. Not less than two weeks in advance of application for admission, each applicant shall file with the clerk (1) a certificate from the presiding judge or clerk of the proper court showing that he possesses the foregoing qualifications, (2) his personal statement under oath setting out the date and place of his birth, the names of his parents, his place of residence and office address, the courts of last resort to which he has been admitted, the places where he has been a practitioner, and, if he is not a native born citizen, the date and place of his naturalization, and information respecting any reprimand of any court pertaining to his conduct or fitness as a member of the bar, and (3) two letters or signed statements of members of the bar of this court, not related to the applicant, who are resident practitioners within the State, Territory, District, or Insular Possession (to which the application refers as provided in paragraph 1 of this rule) stating that the applicant is personally known to them, that he possesses all the qualifications required for admission to the bar of this court, that they have examined his personal statement and that they affirm that his personal and professional character and standing are good.

3. Admissions will be granted only upon oral motion by a member of the bar in open court, and upon his assurance that he has examined the credentials of the applicant filed in the office of the clerk in accordance with the foregoing requirement and that he is satisfied that the applicant possesses the necessary qualifications.

4. Upon being admitted, each applicant shall take and subscribe the following oath or affirmation, viz:

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will demean myself, as an attorney and counsellor of this court, uprightly, and according to law; and that I will support the Constitution of the United States.

5. Where it is shown to the court that any member of its bar has been disbarred from practice in any State, Territory, District, or Insular Possession, or has been guilty of conduct unbecoming a member of the bar of this court, he will be forthwith suspended from practice before this court, and unless, upon notice mailed to him at the address shown in the clerk's records and to the clerk of the highest court of the State, Territory, District or Insular Possession, to which he belongs, he shows good cause to the contrary within forty days he will be disbarred.

3.

#### CLERKS TO JUSTICES NOT TO PRACTICE.

No one serving as a law clerk or secretary to a member of this court shall practice as an attorney or counsellor in any court while continuing in that position; nor shall he after separating from that position practice as an attorney or counsellor in this court, or permit his name to appear on a brief filed in this court, until two years shall have elapsed after such separation.

4.

#### THE LIBRARY.

1. The library for the bar shall be open to members of the bar of this court; to members of Congress and to law officers of the executive or other departments of the

government, but books may not be removed from the building.

2. The library shall be open during such times as the reasonable needs of the bar require and be governed by such regulations as the librarian, with the approval of the court, may make effective.

5.

#### ORIGINAL ACTIONS.

Cases on the original docket shall be governed, as far as may be, by the rules applicable to cases on the appellate docket.

The initial pleading in any such action may be accompanied by a brief and shall be prefaced by a motion for leave to file, which motion will be presented to the court by the clerk on the first motion day following its lodgment in the clerk's office. If leave to file is granted the case will be placed on the original docket and the parties shall make such cash deposit with the clerk for the payment of his fees as he may require.

Additional pleadings shall be filed as the court directs.

6.

#### PROCESS.

1. All process of this court shall be in the name of the President of the United States, and shall contain the given names, as well as the surnames, of the parties.

2. When process at common law or in equity shall issue against a State, the same shall be served on the governor, or chief executive magistrate, and attorney general of such State.

3. Process of subpoena, issuing out of this court, in any suit in equity, shall be served on the defendant sixty days before the return day of such process; and if the defendant, on such service of the subpoena, shall not appear at the return day, the complainant shall be at liberty to proceed ex parte.

7.

#### MOTIONS—INCLUDING THOSE TO DISMISS OR AFFIRM—SUMMARY DOCKET—MOTION DAY.

1. Every motion to the court shall be printed, and shall state clearly its object and the facts on which it is based.

2. Oral argument will not be heard on any motion unless the court specially assigns it therefor, when not exceeding one-half hour on each side will be allowed.

3. No motion by respondent to dismiss a petition for writ of certiorari will be received. Objections to the jurisdiction of the court to grant writs of certiorari may be included in briefs in opposition to petitions therefor.

A motion by appellee to dismiss an appeal will be received in advance of the court's ruling upon the jurisdictional statements only when presented in the manner provided by Rule 12, paragraph 3. When such a motion is made, the appellant shall have 20 days after service upon him within which to file in this court 40 printed copies of a brief opposing the motion, except that where his counsel resides in California, Oregon, Washington, Nevada, Idaho, Utah, Arizona, New Mexico, Colorado, Wyoming, Montana, or an outlying possession, the time shall be 25 days.

A motion by respondent to dismiss a writ of certiorari or by appellee to dismiss an appeal, after the court has ruled upon the jurisdictional statements and accompanying motions, if any (Rule 12, par. 5), will be received if not based upon grounds already advanced in opposition to the granting of the writ of certiorari or to the noting of jurisdiction of the appeal. Such motions, together with motions to dismiss certificates in case of questions certified, must be printed and 40 copies thereof must be filed with the clerk, accompanied by proof that a copy of the motion, and accompanying brief, if any, have been served upon counsel of record for the opposing party. The opposing party shall have 20 days from the date of such service within which to file a printed brief opposing the motion. When counsel for the opposing party resides in California, Oregon, Washington, Nevada, Idaho, Utah, Arizona, New Mexico, Colorado, Wyoming, Montana, or an outlying possession, the time shall be 25 days. Upon the filing of the opposing brief, or the expiration of the time allowed therefor, or express waiver of the

right to file, the motion and briefs thereon shall be distributed by the clerk to the court for its consideration.

The pendency of a motion to dismiss or affirm shall not preclude the placing of the cause upon the calendar of the court for oral argument or its being called for argument when reached.

4. The court will receive a motion to affirm on the ground that it is manifest that the appeal was taken for delay only, or that the questions on which the decision of the cause depends are so unsubstantial as not to need further argument. The procedure provided in paragraph 3 of this rule for motions to dismiss shall apply to and control motions to affirm. A motion to affirm may be united in the alternative with a motion to dismiss.

5. Although the court upon consideration of a motion to dismiss or a motion to affirm may refuse to grant the motion, it may, if it concludes that the case is of such a character as not to justify extended argument, order the cause transferred for hearing to the summary docket. The hearing of causes on such docket will be expedited from time to time as the regular order of business may permit. A cause may be transferred to the summary docket on application, or on the court's own motion. (See Rule 28, par. 3 and 6.)

6. Monday of each week, when the court is in session, shall be motion day; and motions specially assigned for oral argument shall be entitled to preference over other cases.

8.

#### BILLS OF EXCEPTION—CHARGE TO JURY—OMISSION OF UNNECESSARY EVIDENCE.

The judges of the district courts in allowing bills of exception shall give effect to the following rules:

1. No bill of exceptions shall be allowed on a general exception to the charge of the court to the jury in trials at common law. The party excepting shall be required before the jury retires to state distinctly the several matters of law in such charge to which he excepts; and no other exceptions to the charge shall be allowed by the court or inserted in a bill of exceptions.

2. Only so much of the evidence shall be embraced in a bill of exceptions as may be necessary to present clearly the questions of law involved in the rulings to which exceptions are reserved, and such evidence as is embraced therein may be set forth in full or in condensed and narrative form.

See Rules of Civil Procedure 46, 51, 75, 76, and 81 (Mason's U. S. Code pamphlet, Vol. 10, No. 1).

9.

#### ASSIGNMENT OF ERRORS.

Where an appeal is taken to this court from any court, the appellant shall file with the clerk of the court below, with his petition for appeal, an assignment of errors, which shall set out separately and particularly each error asserted. No appeal shall be allowed unless such an assignment of errors shall accompany the petition. (See Rule 36.)

10.

#### APPEAL—CITATION—RECORD—DESIGNATION OF PARTS TO BE INCLUDED IN TRANSCRIPT.

1. When an appeal is allowed a citation to the appellee shall be signed by the judge or justice allowing the appeal and shall be made returnable not exceeding forty days from the day of signing the citation, whether the return day fall in vacation or in term time, except in appeals from California, Oregon, Washington, Nevada, Idaho, Utah, Arizona, New Mexico, Colorado, Wyoming and Montana, when the time shall be sixty days. The citation must be served before the return day.

2. The clerk of the court from which an appeal to this court may be allowed, shall make and transmit to this court under his hand and the seal of the court a true copy of the material parts of the record, always including the assignment of errors, and any opinions delivered in the case. The papers comprising the transcript shall be fastened together in one or more volumes of convenient size, paged consecutively and indexed.

To enable the clerk to perform such duty and for the purpose of reducing the size of transcripts and eliminating all papers not necessary to the consideration of the questions to be reviewed, it shall be the duty of the appellant, or his counsel, to file with the clerk of the lower court, promptly after an appeal is taken, together with proof or acknowledgment of service of a copy on the appellee, or his counsel, a praecipe indicating the portions of the record to be incorporated into the transcript. Within ten days thereafter (unless the time be enlarged by a judge of the lower court or a justice of this court), any other party to the appeal may serve and file a designation of additional portions of the record desired to be included. Sections (c), (e), and (h) of Rule 75 and Rule 76 of the Rules of Civil Procedure (Mason's U. S. Code pamphlet, Vol. 10, No. 1) are incorporated herein by reference and are made applicable to an appeal to this court from a federal district court.

The clerk of the lower court shall transmit to this court as the transcript of the record only the portions of the record covered by such designations.

The parties or their counsel may by written stipulation filed with the clerk of the lower court indicate the portions of the record to be included in the transcript, and the clerk shall then transmit only the parts designated in such stipulation.

In all cases the clerk shall include in the transcript all papers filed under authority of Rule 12. (See Rule 12, par. 4.)

If this court shall find that any portion of the record unnecessary to a proper presentation of the case has been incorporated into the transcript at the instance of either party, the whole or any part of the cost of printing and the clerk's fee for supervising the printing may be ordered to be paid by the offending party.

3. No case will be heard until a record, containing in itself, and not by reference, all the papers, exhibits, depositions, and other proceedings which are necessary to the hearing, shall be filed.

4. Whenever it shall be necessary or proper, in the opinion of the presiding judge in the court from which the appeal is taken that original papers of any kind should be inspected in this court, such presiding judge may make such rule or order for the safe-keeping, transporting, and return of such original papers as to him may seem proper, and this court will receive and consider such original papers along with the usual transcript.

5. The record in cases of admiralty and maritime jurisdiction, when under the requirements of law the facts have been found in the court below, and the power of review is limited to the determination of questions of law arising on the record, shall be confined to the pleadings, findings of fact and conclusions of law thereon, opinions of the court, final judgment or decree, and such interlocutory orders and decrees as may be necessary to a proper determination of such questions.

11.

#### DOCKETING CASES.

1. It shall be the duty of the appellant to docket the case and file the record thereof with the clerk of this court by or before the return day, whether in vacation or in term time. But, for good cause shown, the justice or judge who signed the citation, or any justice of this court, may enlarge the time, before its expiration, the order of enlargement to be filed with the clerk of this court. If the appellant shall fail to comply with this rule, the appellee may have the cause docketed and the appeal dismissed upon producing a certificate, whether in term or vacation, from the clerk of the court wherein the judgment or decree was rendered, stating the case and certifying that such appeal has been duly allowed. And in no case shall the appellant be entitled to docket the cause and file the record after the appeal shall have been dismissed under this rule, unless by special leave of the court.

2. But the appellee may, at his option, docket the case and file a copy of the record with the clerk of this court; and if the case is docketed and a copy of the record filed by the appellant within the period of time prescribed by this rule, or by the appellee within forty days thereafter, the case shall stand for argument.

3. Upon the filing of the record brought up by appeal, the appearance of the counsel for the party docketing the case shall be entered.

12.

#### JURISDICTIONAL STATEMENTS.

1. Upon the presentation of a petition for the allowance of an appeal to this court, from any court, to any judge or justice empowered by law to allow it, there shall be presented by the applicant a separate typewritten statement particularly disclosing the basis upon which it is contended that this court has jurisdiction upon appeal to review the judgment or decree in question. The statement shall refer distinctly (a) to the statutory provisions believed to sustain the jurisdiction, (b) to the statute of the state, or statute or treaty of the United States, the validity of which is involved (giving the volume and page where the statute or treaty may be found in the official edition), setting it out verbatim or appropriately summarizing its pertinent provisions; and (c) to the date of judgment or decree sought to be reviewed and the date upon which the application for appeal is presented.

The statement shall show that the nature of the case and of the rulings of the court was such as to bring the case within the jurisdictional provisions relied on and shall cite the cases believed to sustain the jurisdiction.

If the appeal is from a state court the statement shall include a statement of the grounds upon which it is contended the questions involved are substantial (Zucht v. King, 260 U.S. 174, 176, 177, 43 S.Ct. 24, 67 L.Ed. 194); specify the stage in the proceedings in the court of first instance, and in the appellate court, at which, and the manner in which, the federal questions sought to be reviewed were raised; the method of raising them (e. g.,

by a pleading, by request to charge and exceptions, by assignment of error); and the way in which they were passed upon by the court; with such pertinent quotations of specific portions of the record, or summary thereof, with specific reference to the places in the record where the matter appears, (e.g., ruling on exception, portion of the court's charge and exception thereto, assignment of error) as will support the assertion that the rulings of the court were of a nature to bring the case within the statutory provision believed to confer jurisdiction on this court. The provisions of this paragraph, with appropriate record page references, must be complied with when review of a state court judgment is sought by petition for writ of certiorari. (See Rule 38, par. 2.)

The applicant shall append to the statement a copy of any opinions delivered upon the rendering of the judgment or decree sought to be reviewed, including earlier opinions in the same case, or opinions in companion cases, reference to which may be necessary to ascertain the grounds of the judgment or decree.

If the appeal is from an interlocutory decree of a specially constituted district court of the United States, the statement must also include a showing of the matters in which it is claimed that the court has abused its discretion in granting or denying the interlocutory injunction. (*Alabama v. United States*, 279 U.S. 229, 49 S.Ct. 266, 73 L.Ed. 675.)

2. If the appeal is allowed, the appellant shall serve upon the appellee within 5 days after such allowance (a) copy of the petition for and order allowing the appeal, together with a copy of the assignments of error and of the statement required by paragraph 1 of this rule, and (b) a statement directing attention to the provisions of paragraph 3 of this rule. Proof of service of the papers required by this paragraph to be served shall be filed forthwith with the clerk of the court possessed of the record, and shall be incorporated by him in the transcript of record prepared for this court upon the appeal.

3. Within 15 days after such service the appellee may file with the clerk of the court possessed of the record, and serve upon the appellant, a typewritten statement disclosing any matter or ground making against the jurisdiction of this court asserted by the appellant. There may be included in, or filed with, such opposing statement, a motion by appellee to dismiss or affirm. Where such a motion is made, it may be opposed as provided in Rule 7, paragraph 3.

4. The clerk of the court possessed of the record shall include the statements and motions, required and permitted to be filed under the provisions of this rule, in the transcript of record prepared for the use of this court on the appeal, anything in the praecipes or stipulations of the parties (Rule 10, par. 2) to the contrary notwithstanding.

5. After the case shall have been docketed in this court by the appellant, and the transcript of record filed (Rule 11, par. 1), the clerk of this court shall forthwith print the appellant's statement required by paragraph 1 of this rule and the opposing statement, and motions, if any, permitted by paragraph 3 of this rule, and the clerk shall thereupon distribute such printed papers to the court for its consideration.

At the time of docketing the case the appellant shall make such cash deposit with the clerk, in addition to such deposit as may be required under Rule 13, paragraph 1, as shall be necessary to defray the cost of printing 40 copies of his statement filed pursuant to paragraph 1 of this rule; and the appellee, upon demand, shall forthwith deposit with the clerk a sum sufficient to cover the cost of printing 40 copies of any statement or motions filed under paragraph 3 of this rule.

6. If either appellant or appellee fails to comply with the provisions of this rule, the clerk of this court shall report such failure to the court immediately so that this court may take such action as it deems proper.

## 13.

**PRINTING RECORDS—DESIGNATION OF POINTS INTENDED TO BE RELIED UPON AND OF PARTS OF RECORD TO BE PRINTED.**

1. In all cases the appellant, on docketing a case and filing the record, shall make such cash deposit with the clerk for the payment of his fees as he may require, or otherwise satisfy him in that behalf.

2. Immediately after the designation of the parts of the record to be printed or the expiration of the time allotted therefor (see par. 9 of this rule), the clerk shall make an estimate of the cost of printing the record, his fee for preparing it for the printer and supervising the printing, and other probable fees, and shall furnish the same to the party docketing the case. If such estimated sum be not paid on or before a date designated by the clerk of this court in each case, it shall be the duty of the clerk to report that fact to the court, whereupon the cause will be dismissed, unless good cause to the contrary is shown.

3. Upon payment of the amount estimated by the clerk, thirty copies of the record shall be printed, under his supervision for the use of the court and of counsel.

4. In cases of appellate jurisdiction the original transcript on file shall be delivered by the clerk to the print-

er. But the clerk shall cause copies to be made for the printer of such original papers, sent up under Rule 10, paragraph 4, as are necessary to be printed; and of the whole record in cases of original jurisdiction.

5. The clerk shall supervise the printing, and see that the printed copy is properly indexed. He shall distribute the printed copies to the justices and the reporter, from time to time, as required, and a copy to the counsel for the respective parties. He shall also deposit in the law library of Congress to be there carefully preserved, one copy of the printed record in every case submitted to the court for its consideration, and of all printed motions and briefs therein.

6. If the actual cost of printing the record, together with the fees of the clerk, shall be less than the amount estimated and paid, the difference shall be refunded by the clerk to the party paying it. If the actual cost and clerk's fees shall exceed the estimate, the excess shall be paid to the clerk within forty days after notice thereof, and if it be not paid the matter shall be dealt with as if it were a default under paragraph 2 of this rule, as well as by rendering a judgment against the defaulting party for such excess.

7. In case of reversal, affirmance, or dismissal, with costs, the cost of printing the record and the clerk's fees shall be taxed against the party against whom costs are given, and shall be inserted in the body of the mandate or other process.

8. Upon the clerk's producing satisfactory evidence, by affidavit or the acknowledgment of a party or his surety, of having served on such party or surety a copy of the bill of fees due by him in this court, and showing that payment has not been made, an attachment shall issue against such party or surety to compel payment of such fees.

9. When the record is filed, or within fifteen days thereafter, the appellant shall file with the clerk a definite statement of the points on which he intends to rely and a designation of the parts of the record which he thinks necessary for the consideration thereof or a designation of those parts considered unnecessary, whichever is more convenient, with proof of service of the same on the adverse party. The adverse party, within ten days after service of the statement and designation required to be filed by appellant may designate in writing, filed with the clerk, additional parts of the record which he thinks material; and, if he shall not do so, he shall be held to have consented to a hearing on the parts designated by the appellant. The parts of the record so designated by one or both of the parties, and only those parts, shall be printed by the clerk. The statement of points intended to be relied upon and the designations of the parts of the record to be printed shall be printed by the clerk with the record. He shall, however, omit all duplication, all repetition of titles and all other obviously unimportant matter, and make proper note thereof. The court will consider nothing but the points of law so stated. If at the hearing it shall appear that any material part of the record has not been printed, the appeal may be dismissed or such other order made as the circumstances may appear to the court to require. If either party shall have caused unnecessary parts of the record to be printed, such order as to costs may be made as the court shall think proper.

The fees of the clerk under Rule 32, paragraph 6, shall be computed on the folios in the record as filed, and shall be in full for the performance of his duties in that regard.

## 14.

**TRANSLATIONS.**

Whenever any record transmitted to this court upon appeal shall contain any document, paper, testimony, or other proceedings in a foreign language, without a translation of such document, paper, testimony, or other proceedings, made under the authority of the lower court, or admitted to be correct, the case shall be reported by the clerk, to the end that this court may order that a translation be supplied and printed with the record.

## 15.

**FURTHER PROOF.**

1. In all cases where further proof is ordered by this court, the depositions which may be taken shall be by a commission, to be issued from this court, or from any district court of the United States.

2. In all cases of admiralty and maritime jurisdiction, where new evidence shall be admissible in this court, the evidence by testimony of witnesses shall be taken under a commission to be issued from this court, or from any district court of the United States, under the direction of any judge thereof; and no such commission shall issue but upon interrogatories, to be filed by the party applying for the commission, and notice to the opposite party or his agent or attorney, accompanied with a copy of the interrogatories so filed, requiring him to file cross-interrogatories within twenty days from the service of such notice.

16.

## OBJECTIONS TO EVIDENCE IN THE RECORD.

In all cases of equity or admiralty jurisdiction, heard in this court, no objection to the admissibility of any deposition, deed, grant, or other exhibit found in the record as evidence shall be entertained, unless such objection was taken in the court below and entered of record. Where objection was not so taken the evidence shall be deemed to have been admitted by consent.

17.

## CERTIORARI TO CORRECT DIMINUTION OF RECORD.

No certiorari to correct diminution of the record will be awarded in any case, unless a printed motion therefor shall be made, and the facts on which the same is founded shall be shown, if not admitted by the other party, by affidavit. All such motions must be made not later than the first motion day after the expiration of sixty days from the printing of the record, unless for special cause shown the court receives the motion at a later time.

18.

## MODELS, DIAGRAMS, AND EXHIBITS OF MATERIAL.

1. Models, diagrams, and exhibits of material forming part of the evidence taken in a case, and brought up to this court for its inspection, shall be placed in the custody of the marshal at least one week before the case is heard or submitted.

2. All such models, diagrams, and exhibits of material, placed in the custody of the marshal must be taken away by the parties within forty days after the case is decided. When this is not done, it shall be the duty of the marshal to notify counsel to remove the articles forthwith; and if they are not removed within a reasonable time after such notice, the marshal shall destroy them, or make such other disposition of them as to him may seem best.

19.

## DEATH OF PARTY—REVIVOR—SUBSTITUTION.

1. Whenever, pending an appeal or writ of certiorari in this court, either party shall die, the proper representative in the personalty or realty of the deceased, according to the nature of the case, may voluntarily come in and be admitted as a party to the suit, and thereupon the case shall be heard and determined as in other cases; and if such representative, shall not voluntarily become a party, the other party may suggest the death on the record, and on motion obtain an order that, unless such representative shall become a party within a designated time, the party moving for such order, if appellee or respondent, shall be entitled to have the appeal or writ of certiorari dismissed; and if the party so moving be appellant or petitioner he shall be entitled to open the record, and on hearing have the judgment or decree reversed, if it be erroneous: Provided, That a copy of every such order shall be printed in some newspaper of general circulation within the State, Territory, District or Insular Possession in which the case originated, for three successive weeks, at least sixty days before the expiration of the time designated for the representative of the deceased party to appear.

2. When the death of a party is suggested, and the representative of the deceased does not appear by the second day of the term next succeeding the suggestion, and no measures are taken by the opposite party within that time to compel their appearance, the case shall abate.

3. When either party to a suit in a court of the United States shall desire to prosecute an appeal or writ of certiorari to this court from any final judgment or decree, rendered in that court, and at the time of applying for such appeal or writ of certiorari the other party to the suit shall be dead and have no proper representative within the jurisdiction of that court, so that the suit cannot be revived in that court, but shall have a proper representative in some State, Territory or District of the United States, the party desiring such appeal or writ of certiorari may procure the same, if otherwise entitled thereto, and may have proceedings on such judgment or decree superseded or stayed in the manner allowed by law and shall thereupon proceed with such appeal or writ of certiorari as in other cases. And within thirty days after the time when such appeal or writ of certiorari is returnable, or if the court be not then in session within ten days after it next convenes, the appellant or petitioner shall make a suggestion to the court, supported by affidavit, that such party was dead when the appeal or writ of certiorari was allowed, and had no proper representative within the jurisdiction of the court which rendered such judgment or decree, so that the suit could not be revived in that court, and that such deceased party had a proper representative in some State, Territory or District of the United States—giving the name and character of such representative, and his place of residence; and, upon such suggestion and a motion therefor, an order may be obtained that, unless such repre-

sentative shall make himself a party within a designated time the appellant or petitioner shall be entitled to open the record, and, on hearing have the judgment or decree reversed, if the same be erroneous: Provided, That a proper citation reciting the substance of such order shall be served upon such representative, either personally or by being left at his residence, at least sixty days before the expiration of the time designated: And provided, also, That in every such case if the representative of the deceased party does not appear by the second day of the term next succeeding said suggestion, and the measures above provided to compel his appearance have not been taken as above required, by the opposite party, the case shall abate: And provided, also, That the representative may at any time before or after the suggestion, but before such abatement, come in and be made a party and thereupon the case shall be heard and determined as in other cases.

4. Where a public officer, by or against whom a suit is brought, dies or ceases to hold the office while the suit is pending in a federal court, either of first instance or appellate, the matter of abatement and substitution is covered by section 11 of the Act of February 13, 1925 [Mason's U. S. Code, Title 28, §780]. Under that section a substitution of the successor in office may be effected only where a satisfactory showing is made within six months after the death or separation from office.

(a) When the court is in vacation the motion papers may be filed with the clerk but must be presented to the court promptly after it reconvenes.

20.

## CALL AND ORDER OF THE DOCKET—MOTIONS TO ADVANCE.

1. Unless it otherwise orders, the court, on the second Monday of each term, will commence calling the cases for argument in the order in which they stand on the docket, and proceed from day to day during the term in the same order (except as hereinafter provided); and if the parties, or either of them, shall be ready when the case is called, the same will be heard; and if neither party shall be ready to proceed with the argument, the case shall be continued to the next term or otherwise dealt with as provided in these rules.

2. Ten cases only shall be subject to call on each day during the term. But on the coming in of the court on each day the entire number of such ten cases will be called, with a view to the disposition of such of them as are not to be argued.

3. All motions to advance cases must be printed, and must contain a brief statement of the matter involved, with the reasons supporting the motion.

4. Criminal cases may be advanced by leave of the court on motion of either party.

5. Cases once adjudicated by this court upon the merits, and again brought up, may be advanced by leave of the court.

6. Revenue and other cases in which the United States is concerned, which also involve or affect some matter of general public interest, or which may be entitled to precedence under the provisions of any act of Congress, may be advanced by leave of the court on motion of the Attorney General.

7. Other cases may be advanced for special cause shown. When a case is advanced, under this or any other paragraph, it will be subject to hearing with any other case subsequently advanced and involving a like question, as if they were one case.

8. Two or more cases, involving the same question, may, by order of the court, be heard together, and argued as one case or on such terms as may be prescribed.

9. If, after a case has been continued under paragraph 1 of this rule, both parties desire to have it heard at the term of the continuance, they may file with the clerk their joint request to that effect accompanied by their affidavits or those of their counsel giving the reasons why they failed to present their argument when the case was called and why it should be reinstated. Such a request will be granted only when it appears to the court that there was good reason for the previous failure to proceed and that the request can be granted without prejudice to parties in other cases coming on regularly for hearing.

10. No stipulation to pass a case will be recognized as binding upon the court. A case can only be so passed upon application made and leave granted in open court.

11. Cases on the summary docket will be heard specially as provided in paragraph 5 of Rule 7.

21.

## NO APPEARANCE OF APPELLANT OR PETITIONER.

Where no counsel appears and no brief has been filed for the appellant or petitioner when the case is called for hearing, the adverse party may have the appellant or petitioner called and the appeal or writ of certiorari dismissed, or may open the record and pray for an affirmance.

22.

## NO APPEARANCE OF APPELLEE OR RESPONDENT.

Where the appellee or respondent fails to appear when the case is called for hearing, the court may hear argument on behalf of the party appearing and give judgment according to the right of the case.

23.

## NO APPEARANCE OF EITHER PARTY.

When a case is reached in the regular call, and there is no brief or appearance for either party, the case shall be dismissed at the cost of the appellant or petitioner.

24.

## NEITHER PARTY READY AT SECOND TERM.

When a case is called for argument at two successive terms, and upon the call at the second term neither party is prepared to argue it, it shall be dismissed at the cost of the appellant or petitioner, unless strong cause is shown for further postponement.

25.

## SUBMISSION ON BRIEFS BY ONE OR BOTH PARTIES WITHOUT ORAL ARGUMENT.

1. Any case may be submitted on printed briefs regardless of its place on the docket, if the counsel on both sides choose to submit the same in that manner, before the first Monday in May of any term. After that date cases may be submitted on briefs alone only as they are reached on the regular call.

2. When a case is reached on the regular call, if a printed brief has been filed for only one of the parties and no counsel appears to present oral argument for either party, the case will be regarded as submitted on that brief.

3. When a case is reached on the regular call and argued orally in behalf of only one of the parties, no brief for the opposite party will be received after the oral argument begins, except as provided in the next paragraph of this rule.

4. No brief will be received through the clerk or otherwise after a case has been argued or submitted, except upon special leave granted in open court after notice to opposing counsel.

26.

## FORM OF PRINTED RECORDS, PETITIONS, BRIEFS, ETC.

All records, petitions, motions and briefs, printed for the use of the court must be in such form and size that they can be conveniently bound together, so as to make an ordinary octavo volume having pages 6¼ by 9¼ inches and type matter 4¼ by 7¾ inches, except that records in patent cases may be printed in such size as is necessary to utilize copies of patent documents. They and all quotations contained therein, and the matter appearing on the covers, must be printed in clear type (never smaller than small pica or 11-point type) adequately leaded; and the paper must be opaque and unglazed. The clerk shall refuse to receive any petition, motion or brief which has been printed otherwise than in substantial conformity to this rule.

27.

## BRIEFS.

1. The counsel for appellant or petitioner shall file with the clerk, at least three weeks before the case is called for hearing, forty copies of a printed brief.

2. This brief shall be printed as prescribed in Rule 26 and shall contain in the order here indicated—

(a) A subject index of the matter in the brief, with page references, and a table of the cases (alphabetically arranged), text books and statutes cited, with references to the pages where they are cited.

(b) A reference to the official report of the opinions delivered in the courts below, if there were such and they have been reported.

(c) A concise statement of the grounds on which the jurisdiction of this court is invoked.

(d) A concise statement of the case containing all that is material to the consideration of the questions presented, with appropriate page references to the printed record, e. g., (R. 12.)

(e) A specification of such of the assigned errors as are intended to be urged. (See Rule 38, par. 2.)

(f) The argument (preferably preceded by a summary) exhibiting clearly the prints of fact and of law being presented, citing the authorities and statutes relied upon, and quoting the relevant parts of such statutes, federal and state, as are deemed to have an important bearing. If the statutes are long they should be set out in an appendix.

3. Whenever, in the brief of any party, a reference is made to the record, it must be accompanied by the record page number. When the reference is to a part of the evidence, the page citation must be specific and

if the reference is to an exhibit both the page number at which the exhibit appears and at which it was offered in evidence must be indicated.

4. The counsel for an appellee or respondent shall file with the clerk forty printed copies of his brief, at least one week before the case is called for hearing—such brief to be of like character with that required of the other party, except that no specification of errors need be given, and that no statement of the case need be made beyond what may be deemed necessary in correcting any inaccuracy or omission in the statement of the other side.

5. Reply briefs will be received up to the time the case is called for hearing.

6. When there is no assignment of errors, counsel will not be heard, except at the request of the court; and errors not specified according to this rule will be disregarded, save as the court, at its option, may notice a plain error not assigned or specified.

7. When, under this rule, an appellant or petitioner is in default, the court may dismiss the cause; and when an appellee or respondent is in default, the court may decline to hear oral argument in his behalf.

8. No brief, required by this rule, shall be filed by the clerk unless the same shall be accompanied by satisfactory proof of service upon counsel for the adverse party.

9. A brief of an amicus curiae may be filed when accompanied by written consent of all parties to the case, except that consent need not be had when the brief is presented by the United States or an officer or agency thereof and sponsored by the Solicitor General, or by a State or a political subdivision thereof. Such brief must bear the name of a member of the bar of this court.

28.

## ORAL ARGUMENT.

1. The appellant or petitioner shall be entitled to open and conclude the argument. But when there are cross-appals or cross-writs of certiorari they shall be argued together as one case, and the plaintiff in the court below shall be entitled to open and conclude the argument.

2. When no oral argument is made for one of the parties, only one counsel will be heard for the adverse party.

3. Two counsel, and no more, will be heard for each party, save that in cases on the summary docket (see Rule 7, par. 5) only one counsel will be heard on the same side.

4. In cases on the regular docket (except where questions have been certified) one hour on each side, and no more, will be allowed for the argument, unless more time be granted before the argument begins. The time allowed may be apportioned between counsel on the same side, at their discretion; but a fair opening of the case shall be made by the party having the opening and closing.

5. In cases where questions have been certified to this court three-quarters of an hour shall be allowed to each side for oral argument.

6. In cases on the summary docket one-half hour on each side, and no more, will be allowed for the argument.

29.

## OPINIONS OF THE COURT.

1. All opinions of the court shall be handed to the clerk immediately upon the delivery thereof. He shall cause the same to be printed and shall deliver a copy to the reporter.

2. The original opinions shall be filed by the clerk for preservation.

3. Opinions printed under the supervision of the justices delivering the same need not be copied by the clerk into a book of records; but at the end of each term he shall cause them to be bound in a substantial manner, and when so bound they shall be deemed to have been recorded.

30.

## INTEREST AND DAMAGES.

1. Where judgments for the payment of money are affirmed, and interest is properly allowable, it shall be calculated from the date of the judgment below until the same is paid, at the same rate that similar judgments bear interest in the courts of the State where such judgment was rendered.

2. In all cases where an appeal delays proceedings on the judgment of the lower court, and appears to have been sued out merely for delay, damages at a rate not exceeding 10 per cent., in addition to interest, may be awarded upon the amount of the judgment.

3. Paragraphs 1 and 2 of this rule shall be applicable to decrees for the payment of money in cases in equity, unless otherwise specially ordered by this court.

4. In cases in admiralty, damages and interest may be allowed only if specially directed by the court.

31.

## PROCEDENDO TO ISSUE ON DISMISSAL.

In all cases of the dismissal of any appeal or writ of certiorari in this court, the clerk shall issue a mandate, or other proper process, in the nature of a procedendo, to the court below, so that further proceedings may be had in such court as to law and justice may appertain. See Rules 34 and 35.

32.

## COSTS.

1. In all cases where any appeal or writ of certiorari shall be dismissed in this court, costs shall be allowed to the appellee or respondent unless otherwise agreed by the parties, except where the dismissal shall be for want of jurisdiction, when only the cost incident to the motion to dismiss shall be allowed.

2. In all cases of affirmance of any judgment or decree by this court, costs shall be allowed to the appellee or respondent unless otherwise ordered by the court.

3. In cases of reversal of any judgment or decree by this court, costs shall be allowed to the appellant or petitioner, unless otherwise ordered by the court. The cost of the transcript of the record from the court below shall be a part of such costs, and be taxable in that court as costs in the case.

4. In cases where questions have been certified costs shall be equally divided unless otherwise ordered by the court, but where the entire record has been sent up (Rule 37, par. 2), and a decision is rendered on the whole matter in controversy, costs shall be allowed as provided in paragraphs 2 and 3 of this rule.

5. No costs shall be allowed in the court either for or against the United States or an officer or agency thereof, except where specially authorized by statute and directed by the court.

6. When costs are allowed in this court, it shall be the duty of the clerk to insert the amount thereof in the body of the mandate, or other proper process, sent to the court below, and annex to the same the bill of items taxed in detail.

7. In pursuance of the Act of March 3, 1883 [Title 28, §330], authorizing and empowering this court to prepare a table of fees to be charged by the clerk of this court the following table is adopted:

For docketing a case and filing and indorsing the transcript of the record, ten dollars.

For entering an appearance, twenty-five cents.

For entering a continuance, twenty-five cents.

For filing a motion, order, or other paper, twenty-five cents.

For entering any rule or for making or copying any record or other paper, twenty cents per folio of each one hundred words.

For transferring each case to a subsequent docket and indexing the same, one dollar.

For entering a judgment or decree, one dollar.

For every search of the records of the court, one dollar.

For a certificate and seal, two dollars.

For receiving, keeping, and paying money in pursuance of any statute or order of court, two per cent. on the amount so received, kept and paid.

For an admission to the bar and certificate under seal, including filing of preliminary certificate and statements, fifteen dollars.

For preparing the record or a transcript thereof for the printer, in all cases, including records presented with petitions for certiorari, indexing the same, supervising the printing and distributing the printed copies to the justices, the reporter, the law library, and the parties or their counsel, eight cents per folio of each one hundred words; but where the necessary printed copies of the record as printed for the use of the court below are furnished, charges under this item will be limited to any additions printed here under the clerk's supervision.

For making a manuscript copy of the record, when required under Rule 13, fifteen cents per folio of each one hundred words, but nothing in addition for supervising the printing.

For preparing, on filing, for the printer, petitions for writs of certiorari, briefs, jurisdictional statements or motions when required by the Rules, or at the request of counsel when, in the opinion of the clerk, circumstances require, indexing the same, changing record references to conform to the pagination of the printed record, and supervising the printing, five dollars for each such petition, brief, jurisdictional statement or motion. Neither the expense of printing nor the clerk's supervising fee shall be allowed as costs in the case.

For a mandate or other process, five dollars.

For filing briefs, five dollars for each party appearing.

For every printed copy of any opinion of the court or any justice thereof, certified under seal, two dollars.

33.

## REHEARING.

A petition for rehearing may be filed with the clerk, in term time or in vacation, within twenty-five days after judgment is entered, unless the time is shortened or enlarged by order of the court, or of a justice thereof when the court is not in session; and must be printed,

briefly and distinctly state its grounds, and be supported by a certificate of counsel to the effect that it is presented in good faith and not for delay. Such a petition is not subject to oral argument, and will not be granted, unless a justice who concurred in the judgment desires it, and a majority of the court so determines.

34.

## MANDATES.

Mandates shall issue as of course after the expiration of twenty-five days from the day the judgment is entered, irrespective of the filing of a petition for rehearing, unless the time is shortened or enlarged by order of the court, or of a justice thereof when the court is not in session. (See Rules 31 and 35.)

No mandate issues upon the denial of a petition for writ of certiorari. Whenever application for writ of certiorari to review a decision of any court is denied, the clerk shall enter an order to that effect, and shall forthwith notify the court below and counsel of record.

35.

## DISMISSING CASES IN VACATION.

Whenever the appellant and appellee in an appeal, or the petitioner and respondent in a petition for or writ of certiorari, shall in vacation, by their attorneys of record, file with the clerk an agreement in writing that such appeal, petition for or writ of certiorari shall be dismissed, specifying the terms as respects costs, and shall pay to the clerk any fees that may be due to him, it shall be the duty of the clerk to enter such dismissal and to give to either party requesting it a copy of the agreement filed; but no mandate or other process shall issue on such dismissal without an order of the court. (See Rules 31 and 34.)

36.

APPEALS—BY WHOM ALLOWED—  
SUPERSEDEAS.

1. In cases where an appeal may be had from a district court to this court the same may be allowed, in term time or in vacation, by any judge of the district court, including a circuit judge assigned thereto, or by a justice of this court. In cases where an appeal may be had from a circuit court of appeals to this court the same may be allowed, in term time or in vacation by any judge of the circuit court of appeals or by a justice of this court. In cases where an appeal may be had from a state court of last resort to this court the same may be allowed in term time or in vacation by the chief justice or presiding judge of the state court or by a justice of this court. The judge or justice allowing the appeal shall take the proper security for costs and sign the requisite citation and he may also, on taking the requisite security therefor, grant a supersedeas and stay of execution or of other proceedings under the judgment or decree, pending such appeal. See Rev. Stat., secs. 1000 and 1007 [Mason's U. S. Code, Title 28, §§869, 874], paragraph 1 of Rule 10, paragraph 2 of Rule 46, and Rule 62(c) of the Rules of Civil Procedure (Mason's U. S. Code pamphlet, Vol. 10, No. 1). For stay pending application for review on writ of certiorari see Rule 38, paragraph 6.

2. Supersedeas bonds must be taken, with good and sufficient security, that the appellant shall prosecute his appeal to effect, and answer all damages and costs if he fail to make his plea good. Such indemnity, where the judgment or decree is for the recovery of money not otherwise secured, must be for the whole amount of the judgment or decree, including just damages for delay, and costs and interest on the appeal; but in all suits where the property in controversy necessarily follows the event of the suit, as in real actions, replevin, and suits on mortgages, or where the property is in the custody of the marshal under admiralty process, as in case of capture or seizure, or where the proceeds thereof, or a bond for the value thereof, is in the custody or control of the court, indemnity is only required in an amount sufficient to secure the sum recovered for the use and detention of the property, and the costs of the suit, and just damages for delay, and costs and interest on the appeal.

37.

QUESTIONS CERTIFIED BY A CIRCUIT COURT OF  
APPEALS OR THE UNITED STATES COURT  
OF APPEALS FOR THE DISTRICT  
OF COLUMBIA.

(See Sec. 239 of the Judicial Code as amended by the Act of February 13, 1925 [Mason's U. S. Code, Title 28, §346].)

1. Where a circuit court of appeals or the United States Court of Appeals for the District of Columbia shall certify to this court a question or proposition of law, concerning which it desires instruction for the proper decision of a cause, the certificate shall contain a statement of the nature of the cause and of the facts on which such question or proposition of law arises. Questions of fact cannot be so certified. Only questions or propositions of law may be certified, and they must be distinct and definite.

2. If in such a cause it appears that there is special reason therefor, this court may on application, or on its own motion, require that the entire record be sent up so that it may consider and decide the whole matter in controversy as upon appeal.

3. Where application is made for direction that the entire record be sent up, the application must be accompanied by a certified copy thereof.

38.

REVIEW ON WRIT OF CERTIORARI OF DECISIONS OF STATE COURTS, CIRCUIT COURTS OF APPEALS AND THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA.

(See Secs. 237(b) and 240(a) of the Judicial Code as amended by the Act of February 13, 1925 [Mason's U. S. Code, Title 28, §§344(b), 347(a)], also Act of March 8, 1934 [Mason's U. S. Code, Title 28, §723a], and Rules of Practice and Procedure, after plea of guilty, verdict or finding of guilt, in Criminal Cases brought in the District Courts of the United States and in the Supreme Court of the District of Columbia, promulgated May 7, 1934 [Mason's U. S. Code, App. 3].)

1. A petition for review on writ of certiorari of a decision of a state court of last resort, a circuit court of appeals, or the United States Court of Appeals for the District of Columbia, shall be accompanied by a certified transcript of the record in the case, including the proceedings in the court to which the writ is asked to be directed. For printing record see paragraph 7 of this rule.

2. The petition shall contain a summary and short statement of the matter involved; a statement particularly disclosing the basis upon which it is contended that this court has jurisdiction to review the judgment or decree in question (See Rule 12, par. 1); the questions presented; and the reasons relied on for the allowance of the writ. Only the questions, specifically brought forward by the petition for writ of certiorari will be considered. A supporting brief may be annexed to the petition or presented separately, but it must be direct and concise. (See Rules 26 and 27.) A failure to comply with these requirements will be a sufficient reason for denying the petition. See *United States v. Rimer*, 220 U.S. 547, 31 S.Ct. 596, 55 L.Ed. 578; *Furness, Withy & Co. v. Yang-Tsze Insurance Ass'n*, 242 U.S. 430, 37 S.Ct. 141, 61 L.Ed. 409; *Houston Oil Co. v. Goodrich*, 245 U.S. 440, 38 S.Ct. 140, 62 L.Ed. 385; *Layne & Bowler Corporation v. Western Well Works*, 261 U.S. 387, 392, 43 S.Ct. 422, 423, 67 L.Ed. 712; *Magnum Import Co. v. Coty*, 262 U.S. 159, 163, 43 S.Ct. 531, 532, 67 L.Ed. 922; *Southern Power Co. v. North Carolina Public Service Co.*, 263 U.S. 508, 44 S.Ct. 164, 68 L.Ed. 413. Forty printed copies of the petition and supporting brief shall be filed. The petition will be deemed in time when it, the record, and the supporting brief, are filed with the clerk within the period prescribed by section 8 of the Act of February 13, 1925 [Mason's U. S. Code, Title 28, §350] except that in cases of petition to this court for writ of certiorari to review a judgment of a circuit court of appeals or of the United States Court of Appeals for the District of Columbia in criminal cases within the provisions of the Act of March 8, 1934 [Mason's U. S. Code, Title 28, §723a] the petition shall be made within the period prescribed pursuant to said Act in Rule XI of the Rules of Practice and Procedure, promulgated May 7, 1934 [Mason's U. S. Code pamphlet, Vol. 10, No. 1] 292 U.S. 661, 666, 54 S.Ct. XXXIX).

3. Notice of the filing of the petition, together with a copy of the petition, printed record and supporting brief, shall be served by the petitioner on counsel for the respondent within ten days after the filing (unless enlarged by the court, or a justice thereof when the court is not in session), and due proof of service shall be filed with the clerk. If the United States, or an officer or agency thereof, is respondent, the service of the petition, record and brief shall be made on the Solicitor General at Washington, D. C. Counsel for the respondent shall have twenty days, and where he resides in California, Oregon, Washington, Nevada, Idaho, Utah, Arizona, New Mexico, Colorado, Wyoming, Montana, or an outlying possession, shall have twenty-five days (unless enlarged by the court, or a justice thereof when the court is not in session), after notice, within which to file forty printed copies of an opposing brief, conforming to Rules 26 and 27. The brief must bear the name of a member of the bar of this court at the time of filing.

(a) If the date for filing a brief in opposition falls in the summer recess, the brief may be filed within forty days after the service of the notice, but this enlargement shall not extend the time to a later date than September 10th.

4. Upon the expiration of the period for filing the respondent's brief, or upon an express waiver of the right to file or the actual filing of such brief in a shorter time, the petition, record and briefs shall be distributed by the clerk to the court for its consideration.

(a) Timely reply briefs will be considered but distribution under this rule shall not be delayed pending the filing of such briefs.

5. A review on writ of certiorari is not a matter of right, but of sound judicial discretion, and will be granted only where there are special and important reasons therefor. The following, while neither controlling nor

fully measuring the court's discretion, indicate the character of reasons which will be considered:

(a) Where a state court has decided a federal question of substance not theretofore determined by this court, or has decided it in a way probably not in accord with applicable decisions of this court.

(b) Where a circuit court of appeals has rendered a decision in conflict with the decision of another circuit court of appeals on the same matter; or has decided an important question of local law in a way probably in conflict with applicable local decisions; or has decided an important question of federal law which has not been, but should be, settled by this court; or has decided a federal question in a way probably in conflict with applicable decisions of this court; or has so far departed from the accepted and usual course of judicial proceedings, or so far sanctioned such a departure by a lower court, as to call for an exercise of this court's power of supervision.

(c) Where the United States Court of Appeals for the District of Columbia has decided a question of general importance, or a question of substance relating to the construction or application of the Constitution, or a treaty or statute, of the United States, which has not been, but should be, settled by this court; or where that court has not given proper effect to an applicable decision of this court.

6. Section 8(d) of the Act of February 13, 1925 [Title 28, §350], prescribes the mode of obtaining a stay of the execution and enforcement of a judgment or decree pending an application for review on writ of certiorari. The stay may be granted by a judge of the court rendering the judgment or decree, or by a justice of this court, and may be conditioned on the giving of security as in that section provided. (See Rule 36.)

7. Upon receipt of the certified transcript of the record the clerk shall make an estimate of the cost of printing the record, his fee for preparing it for the printer and supervising the printing, and other probable fees, and shall furnish the same to the party docketing the case. Upon payment of the amount estimated by the clerk, forty copies of the record shall be printed, under his supervision, for the use of the court and of counsel. But where the record has been printed for the use of the court below and the necessary copies as so printed are furnished, it shall not be necessary to reprint it for this court, but only to print such additions as may be necessary to show the proceedings in that court and the opinions there. When the petition is presented it will suffice to furnish ten copies of the record as printed below together with the proceedings and opinion in that court; but if the petition is granted the requisite additional printed copies must be promptly supplied, and if not available the record must be reprinted under the supervision of the clerk.

8. Where it is necessary to print the record for the use of this court counsel should stipulate to omit from the printed record all matter not essential to a consideration of the questions presented by the petition for the writ, and when it is shown that unnecessary parts of the record have been printed although a reasonable effort was made by one of the parties to secure the printing of a proper record, such order as to costs may be made as the court shall deem proper.

39.

CERTIORARI TO A CIRCUIT COURT OF APPEALS OR THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA BEFORE JUDGMENT.

(See sec. 240(a) of the Judicial Code as amended by the Act of February 13, 1925 [Mason's U. S. Code, Title 28, §347(a)].)

Proceedings to bring up to this court on writ of certiorari a case pending in a circuit court of appeals or the United States Court of Appeals for the District of Columbia, before judgment is given in such court, should conform, as near as may be, to the provisions of Rule 38; and similar reasons for granting or refusing the application will be applied. That the public interest will be promoted by prompt settlement in this court of the questions involved may constitute a sufficient reason.

40.

QUESTIONS CERTIFIED BY THE COURT OF CLAIMS.

(See sec. 3(a) of the Act of February 13, 1925 [Mason's U. S. Code, Title 28, §288(a)].)

Where the Court of Claims shall certify to this court a question of law, concerning which instructions are desired for the proper disposition of a case, the certificate shall contain a statement of the case and of the facts on which such question arises. Questions of fact cannot be certified. The certification must be confined to definite and distinct questions of law.

41.

JUDGMENTS OF THE COURT OF CLAIMS—PETITIONS FOR REVIEW ON CERTIORARI.

(See sec. 3(b) of the Act of February 13, 1925 [Mason's U. S. Code, Title 28, §288(b)].)

1. In any case in the Court of Claims where both parties request in writing, at the time the case is submitted, that the facts be specially found, it shall be the duty of that court to make and enter special findings of fact as part of its judgment.

2. In any case in that court where special findings of fact are not so requested at the time the case is submitted, a party aggrieved by the judgment may, not later than twenty days after its rendition, request the court in writing to find the facts specially; and thereupon it shall be the duty of the court to make special findings of fact in the case and, by an appropriate order, to make them a part of its judgment. The judgment shall be regarded as remaining under the court's control for this purpose.

3. The special findings required by the two preceding paragraphs shall be in the nature of a special verdict, and shall set forth the ultimate facts found from the evidence, but not the evidence from which they are found.

4. A petition to this court for a writ of certiorari to review a judgment of the Court of Claims shall be accompanied by a certified transcript of the record in that court, consisting of the pleadings, findings of fact, judgment and opinion of the court, but not the evidence. The petition shall contain a summary and short statement of the matter involved; the relevant parts of statutes involved (see Rule 27(f)); the questions presented; and the reasons relied on for the allowance of the writ. Only the questions specifically brought forward by the petition for writ of certiorari will be considered. A supporting brief may be annexed to the petition or presented separately, but it must be direct and concise. (See Rules 26 and 27.) The petition, brief and record shall be filed with the clerk and forty copies shall be printed under his supervision. The record shall be printed in the same way and upon the same terms that records on appeal are required to be printed. The estimated costs of printing shall be paid within five days after the estimate is furnished by the clerk and if payment is not so made the petition may be summarily dismissed. When the petition, brief and record are printed the petitioner shall forthwith serve copies thereof on the respondent, or his counsel of record, and shall file with the clerk due proof thereof.

5. Within twenty days after the petition, brief and record are served (unless enlarged by the court, or a justice thereof when the court is not in session) the respondent may file with the clerk forty printed copies of an opposing brief, conforming to Rules 26 and 27. Upon the expiration of that period, or upon an express waiver of the right to file or the actual filing of such brief in a shorter time, the petition, briefs and record, shall be distributed by the clerk to the court for its consideration. (See Rule 38, par. 4(a).)

The provision of subdivision (a) of paragraph 3 of Rule 38 shall apply to briefs in opposition to petitions for writs of certiorari to review judgments of the Court of Claims.

6. The same general considerations will control in respect of petitions for writs of certiorari to review judgments of the Court of Claims as are applied to applications for such writs to other courts. (See par. 5 of Rule 38.)

42.

#### JUDGMENTS OF COURT OF CUSTOMS AND PATENT APPEALS OR OF SUPREME COURT OF THE COMMONWEALTH OF THE PHILIPPINES—PETITIONS FOR REVIEW ON CERTIORARI.

(See sec. 195 Judicial Code, as amended [Mason's U. S. Code, Title 28, §308] of sec. 7 of the Act of February 13, 1925 [Mason's U. S. Code, Title 28, §349].)

Proceedings to bring up to this court on writ of certiorari a case from the Court of Customs and Patent Appeals or from the Supreme Court of the Commonwealth of the Philippines should conform, as near as may be, to the provisions of Rule 38. The same general considerations which control when such writs to other courts are sought will be applied to them.

43.

#### ORDER GRANTING CERTIORARI.

Whenever application for a writ of certiorari to review a decision of any court is granted, the clerk shall enter an order to that effect, and shall forthwith notify the court below and counsel of record of the granting of the application. The order shall direct that the certified transcript of record on file here be treated as though sent up in response to a formal writ. A formal writ shall not issue unless specially directed.

44.

#### RULES, COSTS, FEES, ETC., ON CERTIORARI.

Where not otherwise specially provided, the rules relating to appeals, including those relating to costs, fees and interest, shall apply, as far as may be, to petitions for, and causes heard on, certiorari.

45.

#### CUSTODY OF PRISONERS PENDING A REVIEW OF PROCEEDINGS IN HABEAS CORPUS.

(See Rev. Stat. sec. 765 [Mason's U. S. Code, Title 28, §464] and Act of February 13, 1925, sec. 6 [Mason's U. S. Code, Title 28, §452].)

1. Pending review of a decision refusing a writ of habeas corpus, the custody of the prisoner shall not be disturbed.

2. Pending review of a decision discharging a writ of habeas corpus after it has been issued, the prisoner may be remanded to the custody from which he was taken by the writ, or detained in other appropriate custody, or enlarged upon recognizance with surety, as to the court or judge rendering the decision may appear fitting in the circumstances of the particular case.

3. Pending review of a decision discharging a prisoner on habeas corpus, he shall be enlarged upon recognizance, with surety, for his appearance to answer, and abide by the judgment in the appellate proceeding; and if in the opinion of the court or judge rendering the decision surety ought not to be required the personal recognizance of the prisoner shall suffice.

4. The initial order respecting the custody or enlargement of the prisoner pending review, as also any recognizance taken, shall be deemed to cover not only the review in the intermediate appellate court but also the further possible review in this court; and only where special reasons therefor are shown to this court will it disturb that order, or make any independent order in that regard.

46.

#### REVIEW ON APPEAL.

1. Appeals to this court from the district courts and the circuit courts of appeals are not affected by the Act of January 31, 1928, or the amendatory Act of April 26, 1928 [Mason's U. S. Code, Title 28, §§861a, 861b]. Such appeals, where admissible, must be sought, allowed and perfected as provided in other statutes and in the rules of this court. The Act of February 13, 1925 [43 Stat. 936], shows when an appeal is admissible and when the mode of review is limited to certiorari.

2. Under the Act of January 31, 1928, as amended by the Act of April 26, 1928, the review which theretofore could be had in this court on writ of error may now be obtained on an appeal. But the appeal thereby substituted for a writ of error must be sought, allowed and perfected in conformity with the statutes theretofore providing for a writ of error. The appeal can be allowed only on the presentation of a petition showing that the case is one in which, under the legislation in force when the Act of January 31, 1928, was passed, a review could be had in this court on writ of error. The petition must be accompanied by an assignment of errors (see Rule 9), and statement as to jurisdiction (see Rule 12), and the judge or justice allowing the appeal must take proper security for costs and sign the requisite citation to the appellee. See paragraph 1 of Rule 10 and paragraph 1 of Rule 36. The citation must be served on the appellee or his counsel and filed, with proof of service, with the clerk of the court in which the judgment to be reviewed was entered. The mode of obtaining a supersedeas is pointed out in paragraph 2 of Rule 36.

47.

#### APPEALS UNDER THE ACT OF AUGUST 24, 1937.

Appeals to this court under the Act of August 24, 1937, shall be governed, as far as may be, by the rules of this court regulating the procedure on appeal in other cases from courts of the United States; provided, however, that when an appeal is taken under Section 2 of the Act [Mason's U. S. Code, Title 28, §349a] the service required by paragraph 2 of Rule 12 shall be made on all parties to the suit other than the party or parties taking the appeal. The record shall be made up and the case docketed in this court within sixty days from the time the appeal is allowed.

48.

#### JOINT OR SEVERAL APPEALS OR PETITIONS FOR WRITS OF CERTIORARI; SUMMONS AND SEVERANCE ABOLISHED.

Parties interested jointly, severally, or otherwise in a judgment may join in an appeal or a petition for writ of certiorari therefrom; or, without summons and severance, any one or more of them may appeal or petition separately or any two or more of them may join in an appeal or petition.

49.

#### NO SESSION ON SATURDAY.

The court will not hear arguments or hold open sessions on Saturday.

50.

## ADJOURNMENT OF TERM.

The court will at every term announce, at least three weeks in advance, the day on which it will adjourn, and will not take up any case for argument, or receive any cases upon briefs, within two weeks before the adjournment, unless otherwise ordered for special cause shown.

51.

## ABROGATION OF PRIOR RULES.

There rules shall become effective February 27, 1939, and be printed as an appendix to 306 U.S., 59 S.Ct. The rules promulgated June 5, 1928, appearing in 275 U.S., Appendix, 50 S.Ct. and all amendments thereof are rescinded, but this shall not affect any proper action taken under them before these rules become effective.

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## RULES OF UNITED STATES CIRCUIT COURT OF APPEALS FOR EIGHTH CIRCUIT

(Effective September 16, 1938)

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7. Attorneys and Counsellors.
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9. Process.
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### TITLE I—GENERAL RULES

- 1. Name.**  
The court adopts "United States Circuit Court of Appeals for the Eighth Circuit" as the title of the court.
- 2. Seal.**  
The seal shall contain the words "United States" on the upper part of the outer edge; and the words "Circuit Court of Appeals" on the lower part of the outer edge, running from left to right; and the words "Eighth Circuit" in two lines, in the center, with a dash beneath. (See specimen of seal below.)  
(Seal)

### 3. Terms and setting of cases.<sup>1</sup>

1. Four terms of this court will be held annually, one at the city of Kansas City, Mo., beginning on the second Monday of March; one at the city of St. Paul, Minn., beginning on the first Monday of May; one at the city of Omaha, Nebr., beginning on the first Monday of October; and one at the city of St. Louis, Mo., beginning on the third Monday of November. These terms may be adjourned to such times and places as the court may from time to time designate; and the court may sit in more than one division at the same or different places at the same time.

2. The terms of court at Kansas City at Omaha will have settings for two weeks only; preference in such settings to be given to: (a) Criminal cases, and (b) bankruptcy cases.

3. Cases in which transcripts to be printed under the supervision of the clerk of this court are filed, or transcripts printed before certification by the clerk of the lower court and proof by affidavit or admission that three copies of the printed transcripts have been served on the appellees, or their counsel, are filed on or before the 10th day of January, and those only, will be heard at the succeeding March term in Kansas City; if such filing be on or before the 1st day of March, such cases, and those only, will be heard at the succeeding May term in St. Paul; if such filing be on or before the 1st day of August, such cases, and those only, will be heard at the succeeding October term at Omaha; if such filing be on or before the 15th day of September, such cases, and those only, will be heard at the succeeding November term at St. Louis. This paragraph shall not apply to criminal appeals.

#### 4. Quorum.

1. If, at any term, a quorum does not attend on any day appointed for holding it, any judge who does attend may adjourn the court from time to time, or, in the absence of any judge, the clerk may adjourn the court from day to day. If, during a term after a quorum has assembled, less than that number attend on any day, any judge attending may adjourn the court from day to day until there is a quorum, or may adjourn without day.

2. Any judge attending when less than a quorum is present may make all necessary orders touching any suit, proceeding, or process depending in or returned to the court, preparatory to hearing, trial, or decision thereof, or affecting the mandate from this court.

#### 5. Clerk.

1. The clerk's office shall be kept at the city of St. Louis, Mo.

2. The clerk shall not practice, either as attorney or counsellor, in this court or in any other court.

3. He shall, before he enters on the execution of his office, take oaths in the forms prescribed by section 512, Title 28, and section 16, Title 5, United States Code and shall give bond (in accordance with secs. 222 and 513, Title 28, United States Code) in a sum to be fixed, and with sureties to be approved by the court, conditioned faithfully to discharge the duties of his office and seasonably to record the decrees, judgments, and determinations of the court. A copy of such oaths and bond shall be entered on the journal of the court, and the oaths and bond shall be deposited for safe-keeping as the court may direct.

4. He shall not permit any original record, paper, or exhibit to be taken from the court room or from the office without an order from the court or a circuit judge thereof.

#### 6. Marshal and bailiffs.

The marshal of the district in which a term or session of the court is held shall be in attendance during the sessions of the court with such number of bailiffs as the court may from time to time order, who shall perform such duties as the court may direct.

#### 7. Attorneys and counsellors.

1. All attorneys and counsellors admitted to practice in the Supreme Court of the United States, or in any other United States Circuit Court of Appeals, or in any District Court of the United States, or in the supreme court of any State, may, upon motion of some member

<sup>1</sup>This rule in so far as it relates to terms of court and settings of cases is to be considered as temporary.

of the bar of this court, be admitted as attorneys and counsellors in this court on taking an oath or affirmation in the form prescribed below, and on subscribing the roll.

2. And any attorney and counsellor admitted to practice in any of the above courts may be admitted by order of this court to practice and may be enrolled as an attorney and counsellor of this court 30 days after he or she furnishes to the clerk of this court a certificate of a clerk or judge of any one of the courts named that the applicant is an attorney and counsellor of good moral and professional character in any one of said courts; and upon subscribing and forwarding to the clerk the following oath:

"I do solemnly swear (or affirm) that I will demean myself as an attorney and counsellor of the Circuit Court of Appeals for the Eighth Circuit, uprightly and according to law; and that I will support the Constitution of the United States. So help me, God."

3. Upon subscribing the roll under paragraph 1 of this rule, and before enrollment under paragraph 2 thereof, the applicant shall pay to the librarian (acting at St. Louis) of the Court the sum of Five Dollars (\$5.00) for the use of the libraries of the Court. The librarian shall receive, act as custodian and make expenditures of such moneys only in accordance with orders of the court.

4. Any member of the bar of this court who is disbarred or suspended in any court of record shall, because thereof, be stricken from the roll of counsel, unless within a time to be fixed by this court, and after notice mailed by the clerk to the address on the roll, he shall show that such disbarment or suspension is no longer in effect.

#### 8. Practice.

The practice shall be the same as in the Supreme Court of the United States, as far as the same shall be applicable.

#### 9. Process.

All process of this court shall be in the name of the President of the United States, and shall be in like form and tested in the same manner as process of the Supreme Court.

#### 10. Criminal and bankruptcy appeals—bills of exceptions—charge to jury—omission of unnecessary evidence.

The judges of the district courts in allowing bills of exceptions in criminal or bankruptcy appeals shall give effect to the following rules:

1. No bill of exceptions shall be allowed on a general exception to the charge of the court to the jury in trials at common law. The party excepting shall be required before the jury retires to state distinctly the several matters of law in such charge to which he excepts; and no other exceptions to the charge shall be allowed by the court or inserted in a bill of exceptions.

2. Only so much of the evidence shall be embraced in a bill of exceptions as may be necessary to present clearly the questions of law involved in the rulings to which exceptions are preserved, and such evidence as is embraced therein shall be set forth in condensed and narrative form, save as a proper understanding of the questions presented may require that parts of it be set forth otherwise.

#### 11. Translations.

Whenever any transcript transmitted to this court upon an appeal shall contain any document, paper, testimony, or other proceeding in a foreign language, and the transcript does not also contain a translation of such document, paper, testimony, or other proceeding made under the authority of the inferior court, or admitted to be correct, the transcript shall not be printed; but the case shall be reported to this court by the clerk, and the court will thereupon remand it back to the inferior court in order that a translation may be there supplied and inserted in the record.

#### 12. Physical exhibits.

1. Models, diagrams, and exhibits of material forming part of the evidence taken in the court below, in any case pending in this court, on appeal, shall be placed in the custody of the clerk of this court at least 10 days before the case is heard or submitted.

2. All models, diagrams, and exhibits of material placed in the custody of the clerk for the inspection of the court on the hearing of a case must be taken away by the parties within one month after the case is decided. When this is not done, it shall be the duty of the clerk to notify the counsel in the case, by mail or otherwise, of the requirements of this rule; and, if the articles are not removed within a reasonable time after the notice is given, he shall destroy them, or make such other disposition of them as to him may seem best.

3. While original paper exhibits consisting of maps, plats, sketches, drawings, photographs, blue prints, and other like matters may be transmitted under order of the District Court for inspection by this Court, copies thereof should be included in the record when printed, unless the matter is covered by special order of this Court.

#### 13. Printing records.

1. In criminal and bankruptcy cases in which the appellant elects to waive printing of the record under the

provisions of section 865, title 28, United States Code, and in all civil cases, appellant may file, at the time the typewritten or manuscript transcript is filed with the clerk of this court, a designation of the parts of the record he thinks material for consideration of the errors assigned (in criminal and bankruptcy cases), or the points relied upon (in civil cases), and such statement shall include proof of service of a copy thereof upon adverse parties or their counsel. Such adverse parties or counsel may, within 10 days after the above service, file with such clerk a designation of such additional parts of the record as they think material. A failure to file either of the above designations at the above times shall be deemed a waiver thereof. If designations are made, the clerk shall print those parts only; and the court will consider only the record as thus printed. If, at the hearing, it shall appear that any material part of the record has not been printed, the court may make such order (including dismissal of the appeal) as may seem proper. If either party shall have caused unnecessary parts of the record to be printed, the court may make proper order as to costs caused thereby.

2. On the filing of the transcript in every such case the clerk shall cause 30 copies of the same, or the parts thereof designated under this rule, to be printed, and such additional number of copies as counsel for either of the parties may direct, and shall furnish three copies of the record so printed to each party at least 60 days before the argument, but in criminal appeals such copies shall be furnished as soon after printing as possible.

3. In cases brought to this court in which the record has been printed and used upon the hearing in the court below, and which substantially conforms to the printed records in this court, the appellant upon application to and by leave of this court may furnish to the clerk 30 copies of such record used on the hearing in the court below, to be used in the preparation of the printed record in this court; and the clerk's fee for preparing the record for the printer, indexing same, supervising the printing and distributing the copies, shall be computed as if said record so furnished had been printed under his supervision.

4. The clerk shall be entitled to demand of the appellant the cost of printing the record before ordering the same to be done. In a criminal case, when the record is filed with the clerk of this court, he shall forthwith mail to counsel for appellant a notice of the filing of such record and an estimate of the cost of printing the same, and the deposit of the amount of such estimate shall be made with such clerk within 15 days after the mailing of such notice and estimate. If the appellant, because of poverty, intends to avail himself of the provisions of section 832, title 28, United States Code, an application for leave to proceed thereunder must be filed with the clerk of this court not later than 15 days after the mailing by him of the notice and estimate above referred to.

5. If the record shall not have been printed when the case is reached for argument, for failure of the party to advance the cost of printing, the case may be dismissed.

6. In case of reversal, affirmance, or dismissal with costs, the amount paid for printing the record shall be taxed against the party against whom costs are given.

7. In any cause brought to this court, in which the record has been printed, in which a writ of certiorari shall be granted, the return to such writ of certiorari shall be printed as the court may order.

8. If in any cause in which the record or a portion thereof has been printed it shall be made to appear to this court that the printed transcript does not substantially conform to the requirements of the rules of this court, it may be rejected and stricken from the files and such order relative thereto may be entered as the court shall deem proper.

#### 14. Briefs.

1. In criminal cases, the appellant shall file with the clerk of this court 20 copies of a printed brief not later than 40 days after the record from the trial court has been received by said clerk and appellee shall file 20 copies of a printed brief not later than 70 days after receipt of such record. In all other cases, the appellant shall file with the clerk of this court, at least 40 days before the case is called for argument, 20 copies of a printed brief and counsel for appellee shall, at least five days before the case is called for argument, file 20 copies of a printed brief. In appeals and cross-appeals coming up on one record, briefs shall be filed by appellant and appellee in the respective appeals as above provided, unless parties file an agreement otherwise; all briefs, however, to be on file before the date set for argument. Immediately upon filing, the clerk shall transmit one copy of every brief to opposite counsel.

2. No brief shall be accepted or filed by the clerk unless it conform to Rule 15 and unless it contain, in the order following:

First.—A complete detailed index of the entire brief.<sup>1</sup>

Second.—A complete list of all cases or statutes cited therein. Cases to be first stated and to be arranged in alphabetical order, giving title, volume, and page (citations of United States Supreme Court cases must be to the official reports, citation of State supreme court cases

<sup>1</sup> Sample index will be furnished by clerk on application.

shall be both to the State official reports and to the Reporter System). Statutes should be stated in chronological order, with date, volume, and page. Each case or statute should be indexed as to every page in the argument where it is referred to.

Third.—A concise statement of the case in so far as is necessary for the court to understand and decide the points to be argued in the brief or orally.

Fourth.—A separate and particular statement of each assignment of error (in criminal and bankruptcy cases) or of each point relied upon (in civil cases) intended to be urged, with the record page thereof. When the error is as to the admission or rejection of evidence, the statement shall quote such evidence with the rulings thereon, giving pages of the printed record where it occurs. When the error is as to the instructions of the court, the statement shall quote the portion of the instructions or the requested instruction refused which is claimed as error, giving pages of the printed record where it occurs. When the error is as to a ruling upon the report of a master or referee, the statement shall show the exception to the report and the ruling thereon, giving pages of the printed record where they occur.

Fifth.—A concise statement of each point to be argued, with a complete list of all cases and statutes referred to in the argument thereof.

Sixth.—A printed argument which shall substantially follow the order of points stated under "Fifth." The court will entirely disregard any statement in the argument as to what the record contains unless reference is made to the page of the printed record where the statement may be found or verified. When a State statute is cited in the argument, so much thereof as may be necessary to the decision shall be printed in full.

Briefs of appellees need not contain the statement of errors or of points (fourth) nor need they contain a statement of the case (third) unless that presented in appellant's brief is controverted or deemed insufficient.

3. No brief of appellant containing more than 85 pages and no brief of appellee containing more than 80 pages will be received or filed by the clerk.

4. When, according to this rule, an appellant in a criminal case is in default, the appeal may be summarily dismissed; and, on motion, any appeal may be dismissed; and an appellee, who is in default, will not be heard except on consent of his adversary or by request of the court.

**15. Form of printed records and briefs.<sup>1</sup>**

1. All transcripts of record and briefs for the use of this court shall be printed on unglazed paper not less than 6 $\frac{3}{8}$  inches in width by 9 $\frac{1}{4}$  inches in length, and type matter 4 $\frac{1}{8}$  by 7 $\frac{1}{8}$  inches, to comply with the Rule of the Supreme Court of the United States, as set out in the margin<sup>2</sup>. The amount of matter contained on a page of the printed record of this Court shall be at least as much as is contained on a page of a record printed under the supervision of the Clerk of the Supreme Court of the United States. The paper should equal a weight of 80 pounds per ream on basis of size of sheet 25 by 38 inches.

2. In patent causes the printing of records and briefs shall comply with the foregoing section one as to size of type and type matter to a page, but the size of such records and briefs shall be not less than 7 $\frac{1}{2}$  inches wide by 9 $\frac{1}{2}$  inches long so that copies of letters patent as furnished by the patent office may be inserted therein without folding.

3. All covers for records shall be printed in a neat and workmanlike manner on substantial paper equal to a weight of 96 pounds per ream on the basis of a sheet 25 by 40 inches, and shall contain in conspicuous type the following matter, viz:

First.—TRANSCRIPT OF RECORD.

Second.—UNITED STATES CIRCUIT COURT OF APPEALS, EIGHTH CIRCUIT.

Third.—The abbreviation for number "No." followed by a blank line three-fourths of an inch in length.

Fourth.—The words "Civil," "Criminal," "In Bankruptcy," "Tax Review," or other appropriate designation, as the case may require, on a separate line.

<sup>1</sup>As this rule is intended primarily for the guidance of the printer his attention should be directed thereto before the record or brief is printed. A sample copy of a printed record will be furnished by the clerk of this court on application therefor.

<sup>2</sup>Rule 26, Supreme Court U. S. Form of Printed Records, Petitions, Briefs, etc. All records, petitions, motions and briefs, printed for the use of the court must be in such form and size that they can be conveniently bound together, so as to make an ordinary octavo volume, having pages 6 $\frac{3}{8}$  by 9 $\frac{1}{4}$  inches and type matter 4 $\frac{1}{8}$  by 7 $\frac{1}{8}$  inches. They and all quotations contained therein, and the matter appearing on the covers must be printed in clear type (never smaller than small pica or 11-point type) adequately leaded; and the paper must be opaque and unglazed. The clerk shall refuse to receive any petition, motion or brief which has been printed otherwise than in substantial conformity to this rule.

Fifth.—The title of the cause as it will be docketed in this court, viz:

—, Appellant (or Petitioner, as the case may be), vs. —, Appellee (or Respondent).

Sixth.—The words "Appeal from" or "Petition to review decision of," as the nature of the case may require, followed by the correct title of the trial tribunal.

4. Unless otherwise expressly directed by counsel, the full titles of the court and cause once correctly shown in the printed transcript shall not be repeated when unchanged. There shall be placed at the head of each subsequent pleading, etc., a brief designation of its character.

Unless otherwise expressly directed by counsel, the indorsements on pleadings, etc., shall not be printed in full; it shall be sufficient to print: "Filed in the — Court on —," giving the correct date and name of the court.

The date of all orders and decrees and the name of the judge or judges making them shall always appear.

In printed transcripts the pleadings, orders, testimony of witnesses, etc., shall be separated by a face rule 3 inches long. The clerk shall indicate to the printer the appropriate places therefor.

When inserts are folded several times to conform to the size of the printed record, stubs should be inserted at the binding side of the record to equalize the space occupied by the folds. Unmounted photographs should be used when copies of such are required in printed records.

Records and briefs not printed in substantial conformity with the provisions of this rule will not be accepted or filed.

**16. Oral arguments.**

1. The appellant in this court shall be entitled to open and conclude the argument of the case. But when there are cross-appeals they shall be argued together as one case, and the plaintiff in the court below shall be entitled to open and conclude the argument.

2. Only two counsel will be heard for each party on the argument of a case; but when no counsel appears for one of the parties, and no printed brief or argument is filed, only one counsel will be heard for the adverse party.

3. Upon appeals from orders granting or refusing a preliminary injunction or appointment of a receiver, upon appeals involving solely questions of jurisdiction, and upon appeals in bankruptcy, one-half hour on each side and in other cases one hour on each side will be allowed. But in all cases where there are no difficult questions of law and the amount involved does not exceed \$500, only one-half hour on each side will be allowed. No more time than above specified will be allowed without special leave of the court granted before argument begins.

**17. Opinions of the court.**

1. All opinions delivered by the court shall, immediately upon the delivery thereof, be handed to the clerk to be recorded.

2. The original opinions of the court shall be filed with the clerk of this court for preservation. A copy thereof shall be at once transmitted, without charge, to the party or parties adversely affected.

3. Opinions printed or prepared under the supervision of the judge delivering the same need not be copied by the clerk into a book of records; but at the end of each term the clerk shall cause such printed or original opinions to be bound in a substantial manner into one or more volumes, and when so bound they shall be deemed to have been recorded within the meaning of this rule.

**18. Rehearing.**

1. A petition for rehearing may be filed within 15 days after the date of the judgment or decree, and jurisdiction to decide the questions presented thereby is reserved, notwithstanding the lapse of the term within the 15 days. No response or opposition to such petition is permissible unless specifically requested by the Court.

2. Such petition for rehearing must be printed and 20 copies thereof filed with the clerk and must briefly and distinctly state its grounds, and be supported by a certificate of counsel that the petition is filed in good faith and believed to be meritorious, and will not be granted or permitted to be argued, unless a judge who concurred in the judgment desires it, and a majority of the court so determines.

3. The sole purpose of a petition for rehearing is to call attention to material matters of law or fact inadvertently overlooked by the court, as shown by its opinion. Mere reargument of issues determined by the opinion will be entirely disregarded. If such petition be found to be wholly without merit, vexatious, and for delay, the court may assess a sum not exceeding \$100 against petitioner, or against any counsel signing or certifying to the petition, in favor of the adversary to be collected with the costs in the case.

**19. Mandate.**

1. In all cases finally determined in this court, a mandate or other proper process in the nature of a procedendo shall be issued by the clerk in all cases to the court below, at the expiration of 15 days after the date of the judgment or decree, unless otherwise or-

dered, for the purpose of informing such court of the proceedings in this court, so that further proceedings may be had in such court as to law and justice may appertain.

2. No mandate shall, without order of court, issue pending disposition of a petition for rehearing, but shall issue 10 days after denial thereof.

3. If a stay of mandate be granted pending application to the Supreme Court for certiorari, such stay shall not exceed 30 days: Provided, That if, within such stay, there is filed with the clerk of this court the certificate of the clerk of the Supreme Court that the certiorari petition, record, and brief have been filed, such stay shall continue until final disposition by the Supreme Court. Upon filing of a copy of an order of that court denying the writ, the mandate shall issue forthwith.

#### 20. Costs.

1. In all cases where any proceedings shall be dismissed in this court, costs shall be allowed to the appellee, unless otherwise agreed by the parties.

2. In all cases of affirmation of any judgment or decree in this court, costs shall be allowed to the appellee, unless otherwise ordered by the court.

3. In cases of reversal of any judgment or decree in this court, costs shall be allowed to the appellant, unless otherwise ordered by the court. Where the record has been printed in this court under the provisions of sections 1 and 2 of Rule 13, the cost of printing 30 copies of the transcript of record from the court below shall be taxed as costs in the case, unless otherwise ordered by this court, but no allowance shall be made for the amount paid to the clerk of the court below for the written or typewritten transcript of the record. Where the record has been printed in the court below and a copy of such printed record certified to this court the cost of printing 25 copies of such record or portion thereof shall be taxable as costs in the case in the court below, unless otherwise ordered by this court.

4. None of the foregoing sections shall apply to cases where the United States is a party; but in such cases no costs shall be allowed in this court for or against the United States.

5. When costs are allowed in this court, it shall be the duty of the clerk to insert the amount thereof in the body of the mandate, or other proper process, sent to the court below, and annex to the same the bill of items taxed in detail.

6. In all cases certified to the Supreme Court or removed thereto by certiorari or otherwise, the fees of the clerk of this court shall be paid before a transcript of the record shall be transmitted to the Supreme Court, except that no fee shall be charged or collected for any printed record or portion thereof, required by law to be used by the clerk in the preparation of such transcript of the record.

#### 21. Motions.

1. All motions to the court shall be reduced to writing, and shall contain a brief statement of the facts and objects of the motion.

2. No motion except on special assignment by the court, shall be heard, unless reasonable previous notice (accompanied by a copy of the motion and of all papers filed therewith) has been given to the adverse party, or the counsel or attorney of such party.

3. An original and three copies of all motion papers and of supporting briefs shall be filed.

#### 22. Preservation of Records and Briefs.

The clerk shall cause to be bound in volumes in a substantial manner and shall carefully preserve in his office one copy of the printed record in every case, submitted to the court for its consideration, and of all printed motions and briefs filed therein.

#### 23. Challenged Validity of National Statutes.

In every appeal or other proceeding or pleading in this court wherein the constitutionality of an Act or of a Resolution of the Congress is challenged and to which the United States, any agency, officer or employee thereof is, as such, not a party, it shall be the duty of the party filing such in this court or of his counsel to give written notice of such issue to the clerk of this court at the time such appeal or other proceeding or pleading is filed. Upon receipt of such notice, the clerk shall forthwith send a copy of such notice to the Attorney General of the United States with a statement that such issue is present.

### TITLE II—CIVIL CASES

#### 24. Statement of Errors.

1. If a statement of points to be relied upon on appeal is not made part of the transcript (as required by section 75(d) of the Federal Rules of Civil Procedure), appellant shall, not later than 5 days after filing the transcript in this court, file a statement of such points, which shall set out separately and particularly each error asserted and intended to be urged. When the error alleged is to the admission or to the rejection of evidence, the statement of points shall quote the full evidence so admitted or rejected and the objections and rulings thereon. When the error alleged is to the instructions of the court, the statement of points shall set out the part referred to *totidem verbis*, whether it be in instructions given or in instructions refused, and show the objection made. Such

statement of points shall be printed with the transcript of the record.

2. In appeals in bankruptcy and criminal cases where the record is printed in the court below under the provisions of section 865, title 28, United States Code, appellant shall file with the clerk of that court an assignment of errors so that it may be included in the printed record.

#### 25. Record on Appeal.

1. Designation of Contents of Record on Appeal. Promptly after an appeal to this court is taken, the appellant shall serve upon the appellee and file with the district court a designation of the portions of the record, proceedings, and evidence to be contained in the record on appeal. Within 10 days thereafter any other party to the appeal may serve and file a designation of additional portions of the record, proceedings, and evidence to be included.

2. Transcript. If there be designated for inclusion any evidence or proceedings at a trial or hearing which was stenographically reported, the appellant shall file in the district court with his designation two copies of the reporter's transcript of the evidence or proceedings included in his designation. If the designation includes only part of the reporter's transcript, the appellant shall file two copies of such additional parts thereof as the appellee may need to enable him to designate and file the parts he desires to have added, and if the appellant fails to do so the court on motion may require him to furnish the additional parts needed. One of the copies so filed by the appellant shall be available for the use of the other parties and for use in the appellate court in printing the record.

3. Form of Testimony. Testimony of witnesses designated for inclusion need not be in narrative form, but may be in question and answer form. A party may prepare and file in the district court with his designation a condensed statement in narrative form of all or part of the testimony, and any other party to the appeal, if dissatisfied with the narrative statement, may require testimony in question and answer form to be substituted for all or part thereof.

4. Statement of Points. If the appellant does not designate for inclusion the complete record and all the proceedings and evidence in the action, he shall serve with his designation a concise statement of the points on which he intends to rely on the appeal.

5. Record to be Abbreviated. All matter not essential to the decision of the questions presented by the appeal shall be omitted. Formal parts of all exhibits and more than one copy of any documents shall be excluded. Documents shall be adridged by omitting all irrelevant and formal portions thereof. For any infraction of this rule or for the unnecessary substitution by one party of evidence in question and answer form for a fair narrative statement proposed by another, this court may withhold or impose costs as the circumstances of the case and discouragement of like conduct in the future may require; and costs may be imposed upon offending attorneys or parties.

6. Stipulation as to Record. Instead of serving designations as above provided, the parties by written stipulation filed with the clerk of the district court may designate the parts of the record, proceedings, and evidence to be included in the record on appeal.

7. Record to be Prepared by Clerk—Necessary Parts. The clerk of the district court, under his hand and the seal of the court, shall transmit to this court a true copy of the matter designated by the parties, but shall always include, whether or not designated, copies of the following: the material pleadings without unnecessary duplication; a full copy of the instructions requested and rulings thereon, with objections, and a complete copy of the instructions as given by the court; the verdict or the findings of fact and conclusions of law together with the direction for the entry of judgment thereon; in an action tried without a jury, the master's report, if any; the opinion; the judgment or part thereof appealed from; the notice of appeal with date of filing; the names of parties to whom the Clerk has sent notification of filing of notice of appeal; the designations or stipulations of the parties as to matter to be included in the record; and any statement by the appellant of the points on which he intends to rely. The matter so certified and transmitted constitutes the record on appeal.

8. Power of Court to Correct Record. It is not necessary for the record on appeal to be approved by the district court or judge thereof, but, if any difference arises as to whether the record truly discloses what occurred in the district court, the difference shall be submitted to and settled by that court and the record made to conform to the truth. If anything material to either party is omitted from the record on appeal by error or accident or is misstated therein, the parties by stipulation, or the district court, either before or after the record is transmitted to this court, or this court, on a proper suggestion or of its own initiative, may direct that the omission or misstatement shall be corrected, and if necessary that a supplemental record shall be certified and transmitted by the clerk of the district court. Such suggestions by parties shall be in writing, shall be made promptly, and the facts on which the same are founded shall, if not admitted by the other party, be verified by affidavit.

9. Order as to Original Papers or Exhibits. Whenever the district court is of opinion that original papers or exhibits should be inspected by or be sent to this court

in lieu of copies it may make such order therefor and for the safekeeping, transportation, and return thereof as it deems proper.

10. **Printed Record—Contents.** Printed transcripts of the records for presentation to and consideration by this court on appeal shall contain in themselves, and not by reference: (1) all the papers, exhibits, depositions, sketches, drawings, photographs, maps, blueprints, and other proceedings which are necessary to the hearing in this court (matter which cannot be printed, or which cannot be printed save at great expense, will, upon application to this court, be covered by special order); (2) printed title-pages in the form prescribed in section 5 of Rule 15; (3) chronological printed indexes of each and every item of their contents specifying the pages where evidence, testimony, and exhibits, including those in the body of any pleading, order, or statement of the testimony may be found; and (4) briefly naming or describing each exhibit in addition to its number, together with a statement of the numbers, names, and dates of issue of any patents.

11. **Record for Preliminary Hearing in Appellate Court.** If, prior to the time the complete record on appeal is settled and certified as herein provided, a party desires to docket the appeal in order to make in this court a motion for dismissal, for a stay pending appeal, for additional security on the bond on appeal or on the supersedeas bond, or for any intermediate order, the clerk of the district court at his request shall certify and transmit to this court a copy of such portion of the record or proceedings below as is needed for that purpose.

12. **Several Appeals.** When more than one appeal is taken to this court from the same judgment, a single record on appeal shall be prepared containing all the matter designated or agreed upon by the parties, without duplication.

13. **Record on Appeal. Agreed Statement.** When the questions presented by an appeal to this court can be determined without an examination of all the pleadings, evidence, and proceedings in the court below, the parties may prepare and sign a statement of the case showing how the questions arose and were decided in the district court and setting forth only so many of the facts averred and proved or sought to be proved as are essential to a decision of the questions by this court. The statement shall include a copy of the judgment appealed from, a copy of the notice of appeal with its filing date, and a concise statement of the points to be relied on by the appellant. If the statement conforms to the truth, it, together with such additions as the court may consider necessary fully to present the questions raised by the appeal, shall be approved by the district court and shall then be certified to this court as the record on appeal. With said agreed statement the clerk of the district court shall transmit a list of the names of the parties to whom he was sent notification of filing of notice of appeal.

14. **Admiralty Appeals.** The record in cases of admiralty and maritime jurisdiction shall be made up as provided in General Admiralty Rules of the Supreme Court.

15. **Unnecessary Record—Costs.** If this court shall find that any portion of the record unnecessary to a proper presentation of the case has been incorporated into the transcript at the instance of either party, the whole or any part of the cost of printing and the clerk's fee for supervising the printing may be ordered to be paid by the offending party.

#### 26. Supersedeas and Cost Bonds.

1. **Bond on Appeal.** Whenever a bond for costs on appeal is required by law, the bond shall be filed with the notice of appeal in the district court. The bond shall be in the sum of two hundred and fifty dollars, unless the court fixes a different amount or unless a supersedeas bond is filed, in which event no separate bond on appeal is required. The bond on appeal shall have sufficient surety and shall be conditioned to secure the payment of costs if the appeal is dismissed or the judgment affirmed or of such costs as this court may award if the judgment is modified. If a bond on appeal in the sum of two hundred and fifty dollars is given, no approval thereof is necessary. After a bond on appeal is filed an appellee may raise objections to the form of the bond or to the sufficiency of the surety for determination by the clerk.

2. **Supersedeas Bond.** Whenever an appellant entitled thereto desires a stay on appeal, he may present to the district court for its approval a supersedeas bond which shall have such surety or sureties as that court requires. The bond shall be conditioned for the satisfaction of the judgment in full together with costs, interest, and damages for delay, if for any reason the appeal is dismissed or if the judgment is affirmed, and to satisfy in full such modification of the judgment and such costs, interests, and damages as this court may adjudge and award. When the judgment is for the recovery of money not otherwise secured, the amount of the bond shall be fixed at such sum as will cover the whole amount of the judgment remaining unsatisfied, costs on the appeal, interest, and damages for delay, unless the district court after notice and hearing and for good cause shown fixes a different amount or orders security other than the bond. When the judgment determines the disposition of the property in controversy as in real actions, replevin, and actions

to foreclose mortgages or when such property is in the custody of the marshal or when the proceeds of such property or a bond for its value is in the custody or control of the district court, the amount of the supersedeas bond shall be fixed at such sum only as will secure the amount recovered for the use and detention of the property, the costs of the action, costs on appeal, interest, and damages for delay.

3. **Failure to File or Insufficiency of Bond.** If a bond on appeal or a supersedeas bond is not filed within the time specified, or if the bond filed is found insufficient, and if the action is not yet docketed in this court, a bond may be filed at such time before the action is so docketed as may be fixed by the district court. After the action is so docketed on appeal, application for leave to file a bond may be made only in this court.

#### 27. Docketing Cases.

1. It shall be the duty of the appellant to docket the case and file the record thereof with the clerk of this court in accordance with the provisions of Rule 73 (g) of the Federal Rules of Civil Procedure for the District courts of the United States. If the appellant shall fail to comply with this rule, the appellee may have the cause docketed and dismissed upon producing a certificate from the clerk of the court wherein the judgment or decree was rendered, stating the case and certifying that notice of appeal has been duly filed. And in no case shall the appellant be entitled to docket the case and file the record after the same shall have been docketed and dismissed under this rule, unless by order of the court.

2. A deposit of \$35 to secure clerk's costs is required before the record in a civil case is filed and docketed; and upon the filing of the transcript of a record brought up by appeal, the appearance of counsel for the party docketing the case shall be entered.

#### 28. Docket—Parties not Ready.

1. The clerk shall enter upon a docket all cases brought to and pending in the court in their proper chronological order, and such docket shall be called at every term as to the cases set for hearing at such term.

2. If a case is called for hearing at two terms successively, and upon the call at the second term neither party is prepared to argue it, it will be dismissed at the cost of the appellant, unless sufficient cause is shown for further postponement.

#### 29. Dismissal on Agreement.

Whenever the parties to an appeal or other proceeding shall, by their attorneys of record, sign and file with the clerk an agreement in writing directing the appeal or other proceeding to be dismissed, and specifying the terms on which it is to be dismissed, as to costs, and shall pay to the clerk any fees that may be due to him, it shall be the duty of the clerk seasonably to present such agreement to the court for its consideration and determination.

#### 30. Parties Not Ready—Disqualified Judge.

1. Where no counsel appears and no brief has been filed for the appellant when the case is called for hearing, the appellee may have the appeal dismissed.

2. Where the appellee fails to appear when the case is called for hearing the court may proceed to hear an argument on the part of the appellant, and to give judgment according to the right of the case.

3. When a case is reached in the regular call of the docket, and there is no appearance for either party, the case may be dismissed at the cost of the appellant.

4. If, when a case is reached in the regular call of the docket, it is found that one of the sitting judges is disqualified to sit in that case, the same may be heard by the two remaining judges, by consent of the party or parties appearing. In case of disagreement between the two judges, sitting, they may call in a third qualified judge, to whom the briefs and record may be submitted for examination and final determination.

#### 31. Interest—Damages.

1. In cases where the judgment or decree for payment of money of the inferior court is affirmed, the interest shall be calculated and levied, from the date of the judgment or decree below until the same is paid, at the same rate that similar judgments bear interest in the courts of the State where such judgment or decree was rendered.

2. In all cases where proceedings in this court shall delay the proceedings on the judgment of the inferior court, and shall appear to have been taken merely for delay, damages at a rate not exceeding 10 per cent, in addition to interest, shall be awarded upon the amount of the judgment or decree.

3. In cases in admiralty, damages and interest may be allowed, if specially directed by the court.

#### 32. Death of a Party.

1. Whenever, pending an appeal in this court, either party shall die, the proper representatives in the personality or realty of the deceased party, according to the nature of the case, may voluntarily come in and be admitted parties to the suit, and thereupon the case shall be heard and determined as in other cases; and if such representatives shall not voluntarily become parties, then the other party may suggest the death on the record and thereupon, on motion, obtain an order that unless such representatives shall become parties within 60 days, the party moving for such order, if appellee, shall be

entitled to have the appeal dismissed, and if the party so moving shall be appellant, he shall be entitled to open the record, and, on hearing, have the judgment or decree reversed, if it be erroneous: Provided, however, That a copy of every such order shall be personally served on said representatives at least 30 days before the expiration of such 60 days.

2. When the death of a party is suggested, and the representatives of the deceased do not appear within 10 days after the expiration of such 60 days, and no measures are taken by the opposite party within that time to compel their appearance, the case shall abate.

**33. Habeas Corpus, Custody Pending Appeal.**

1. Pending an appeal from the final decision of any court or judge declining to grant a writ of habeas corpus, the custody of the prisoner shall not be disturbed.

2. Pending an appeal from the final decision of any court or judge discharging the writ after it has been issued, the prisoner shall be remanded to the custody from which he was taken by the writ, or shall, for good cause shown, be enlarged upon recognizance, as herein-after provided or may be committed by order to other safe custody pending appeal.

3. Pending an appeal from the final decision of any court or judge discharging the prisoner, he may be enlarged upon recognizance, with surety, for appearance to answer the judgment of the appellate court, except where, for special reasons, sureties ought not to be required.

**TITLE III—CRIMINAL CASES**

**34. Cost Bond.**

At the time of filing notice of appeal the appellant shall also file a bond for costs, the amount to be fixed by the trial judge or one of the judges of this court, with good and sufficient security that the appellant shall prosecute the appeal to effect, and, if appellant fail to make his plea good, shall answer all costs, such bond to be approved by the trial judge or one of the judges of this court.

**35. Assignment of Errors.**

When the error alleged is to the admission or rejection of evidence, the assignment of errors shall quote the full evidence so admitted or rejected and the objections, exceptions, and rulings thereon. When the error alleged is to the charge of the court, the assignment of errors shall set out the part referred to totidem verbis, whether it be in the charge given or refused and show the objection made.

**36. Record on Appeal.**

1. The record transmitted by the trial court shall include any opinions filed in the case and any bill of exceptions shall include the complete charge to the jury.

2. No case will be heard until there shall have been filed in this court 30 copies of the printed transcript of the record, containing in themselves, and not by reference: (1) all the papers, exhibits, depositions, sketches, drawings, photographs, maps, blue prints, and other proceedings which are necessary to the hearing in this court (matter which cannot be printed, or which cannot be printed save at great expense will, upon application to this court, be covered by special order); (2) printed title-pages in the form prescribed in section 5 of Rule 15; (3) chronological printed indexes of each and every item of their contempt specifying the pages where evidence, testimony, and exhibits, including those in the body of any pleading, order or bill of exceptions may be found; and (4) briefly naming or describing each exhibit in addition to its number.

**37. Docketing Cases—Dismissal.**

1. The duplicate notice of appeal and statement of docket entries required to be forwarded to the clerk of this court (Supreme Court Rule IV governing Criminal Appeals) shall be filed upon receipt thereof and the appearance of counsel for such appellant shall be then entered. A deposit of \$35 to secure clerk's costs shall be made by appellant within fifteen days thereafter and before the transcript of record is filed. Upon failure of appellant to make such deposit within such time the appellee may move to docket and dismiss or this court, upon its own motion, may docket and dismiss the appeal.

2. Upon the filing of the transcript of record on appeal by the clerk of this court, the appeal shall be entered in proper chronological order with all other cases.

3. When an appellant shall fail to perfect his record on appeal within the times prescribed under Rule VIII or Rule IX of the Supreme Court (promulgated May 7, 1934) or by any Rules hereafter promulgated by that Court governing the same matters, the clerk of the trial court shall, within ten days after expiration of such time, transmit to the clerk of this court a certificate setting out the facts and also that he has mailed to such appellant or his counsel of record a notice as hereinafter required, with a copy of such notice. Transmission of the certificate and mailing of the notice shall be on the same day. Failure by such clerk to comply with the above requirements within the above ten days shall be subject to action by this court in the nature of a contempt or otherwise and it shall be the duty of attorneys for appellee promptly to bring any such failure to the attention of this court.

4. The above notice shall state the date of transmission of the certificate to the clerk of this court; shall contain or be accompanied by a copy of such certificate; and shall advise that, unless cause to the contrary be shown to this court within ten days after receipt of such certificate by the clerk of this court, the appeal will be dismissed.

5. Failure of the clerk of the trial court to comply with this Rule shall not prevent dismissal upon motion of appellee.

**38. Parties Not Ready.**

When a case is called for hearing: (a) if there be no appearance for and no brief on file for appellant, the appeal shall be dismissed and the mandate issue forthwith; (b) if there be either oral argument for or brief on file for appellant, the case shall be taken on submission.

**39. Continuance and Postponement.**

No continuance or postponement of hearing shall be granted except on stipulation or written motion and then only for good cause shown. Such stipulations or motions must be filed at least ten days before the case is set for hearing as to all grounds then existing and, as to grounds arising within such ten days, as soon as possible after knowledge thereof.

**40. Disqualified Judge.**

If, when a case is called for hearing, it is found that one of the sitting judges is disqualified to sit therein, the same may be heard by the two remaining judges, by consent of the parties or party appearing. In case of disagreement between the two judges sitting, they may call in a third qualified judge, to whom the briefs and record may be submitted for examination and final determination.

**41. Service of Sentence Pending Appeal.**

An election to enter service of sentence pending appeal (in accordance with Supreme Court Rule V) shall be by oral declaration made in open court and entered of record or by a written statement filed in the trial court. Such service shall begin at any date after such entry of record or such filing as is specified therein, provided appellant be then in actual custody pursuant to such sentence. Such service shall not affect the terms or conditions of the sentence as to place of imprisonment or otherwise. The clerk of the trial court shall promptly transmit a copy of such record or statement to the clerk of this court for filing.

**TITLE IV—BANKRUPTCY APPEALS**

**42. Bankruptcy.**

1. Petitions in this court for the allowance of an appeal from decisions of the district court in bankruptcy matters shall be docketed upon petitioner making the required deposit for costs with the Clerk and filing an original and three copies of the petition, assignment of errors, and copy of order complained of, and brief in support of petition, if any, together with proof of service on appellee of copy of each, and with notice of date of filing.

2. The filing of the petition for allowance of appeal, assignment of errors, brief in support, if any, together with proof of service and notice of filing, must all be within the time allowed by Statute for the taking of an appeal in such matters; and hearing thereon shall be had as soon as possible after such filing.

3. Certified transcript of record from the district court will be due to be filed in this court within forty days from date of allowance of appeal, unless the time be extended by this court or one of the Circuit Judges.

**TITLE V—SPECIAL PROCEEDINGS**

**43. Tax Reviews.**

1. Every petition for review of a decision of the United States Board of Tax Appeals shall set forth briefly the nature of the controversy, shall declare the court in which the review is sought, shall contain assignments of error separately stated and numbered in respect of each and every error asserted and intended to be argued, and shall be verified by the petitioner or his attorney of record.

2. If error is assigned in the admission or rejection of evidence, or on the ground that a finding of the board is unsupported by any evidence, a statement of the evidence submitted to the board shall be prepared by the petitioner. Such statement shall contain in narrative form the evidence material to the assignments of error, and shall be prepared by the parties and settled by a member of the board.

3. The party applying for review shall file his petition with the clerk of the Board of Tax Appeals, and serve a copy thereof with notice of filing on the opposite party or parties. The review shall be taken by such filing and notice.

4. Within sixty days from such filing and notice, the statement of evidence, if any, shall be prepared and filed, and the clerk of the Board of Tax Appeals shall transmit and deliver to the clerk of this court copies duly certified as correct of the following documents:

1. The docket entries of proceedings before the board.
2. Pleadings before the board.
3. Findings of fact, opinion, and decision of the board.
4. Petition for review.

5. The statement of evidence, if any, as settled or agreed upon.

The time for such preparation of evidence and transmission and delivery of documents may be enlarged by a member of the board or a judge of this court, and all such orders of enlargement shall forthwith be filed with the clerk of the Board of Tax Appeals and certified copies thereof be sent to this court with the above enumerated documents.

5. If such certified copies are not delivered to the clerk of this court within 60 days from said filing and notice or before the expiration of the time enlarged by order, a motion to dismiss the petition for delay may be made, and shall be granted unless good cause be shown for the delay.

6. Procedure in this court shall be the same as in appeals in civil cases from a district court in so far as applicable.

**44. Board of Review.**

The procedure on petitions to review decisions of the Board of Review (established in the Treasury Department by Section 906 of the Act of June 22, 1936) shall be the same as that prescribed by Rule 43 hereof for review of decisions of the Board of Tax Appeals.

**45. Proceedings From National Labor Relations Board.**

1. Petitions for enforcement of orders of the Board are sufficient if they contain the following: the order sought to be enforced, a statement of non-compliance therewith, and the address of each respondent. Petitions for review of an order are sufficient if they contain the following: the order sought to be reviewed, an assignment of the reasons (separately numbered and stated) to be relied upon by petitioners, and that there has been deposited with the Board, a sum sufficient to compensate for the transcript and copies thereof required by section 2 hereof. Where one of the reasons so assigned for challenging the order of the Board (whether contained in a petition for review or in a response to a petition to enforce) is the absence of evidence to justify a finding of the Board or the order of the Board, the assignment shall state or designate the particular fact as to which such absence of evidence is claimed. A petition shall be accompanied by as many additional copies thereof as there are respondents.

2. When a petition is filed, the Clerk of this Court shall forthwith mail notice to each respondent that such petition has been filed, attaching thereto a copy of such petition. At the same time, the Clerk shall notify the Board that such petition for enforcement or for review has been filed and directing it forthwith to transmit to this Court the complete certified transcript of such proceedings before the Board. At the same time, the Board shall send five distinctly legible additional copies of such transcript. The case shall be heard upon such transcript and copies without printing thereof.<sup>1</sup> The Board shall

<sup>1</sup>One of the above copies shall be for the use of the party opposing the order of the Board. The original and the remaining four copies shall be for the exclusive use of the Court. This Court is informed that the Board always has an available copy of a transcript, therefore, no copy for the Board is provided in this rule. Unless copies of transcript are clearly and distinctly legible they will not be filed by the Clerk.

arrange the transcript in convenient volumes each of which shall be securely fastened or bound and the entire transcript shall be consecutively page-numbered and indexed. Immediately upon the receipt of the transcript by the Clerk of this Court he shall file same and shall forthwith notify petitioner and respondent of the date of filing.

3. Within ten days after receipt of the first above notice from the Clerk each respondent who would be adversely affected by an enforcement or affirmation of the order may file a response setting forth an assignment of reasons (separately and particularly stated) why the order should not be enforced in so far as it affects him. Without more, such reasons shall be deemed controverted; but within the same time, the Board (when a respondent) may file a response praying enforcement or affirmation of the order or other relief.

4. The initial brief or briefs shall be filed by parties (whether petitioners or respondents) challenging the order of the Board. Such shall be served and filed at the time of filing a petition for review or, at the time of filing a response to a petition for enforcement. The Board shall serve and file its brief within ten days after service of the above brief or briefs. A reply brief or briefs (strictly limited to answering the brief of the Board) may be served and filed not later than ten days after service of the brief of the Board. The time within which any of the above briefs are required to be filed may be enlarged by order of the Court entered upon stipulation of the parties or for good cause shown.

5. All briefs shall be printed and accord (as to form and substance) with Rules 14 and 15 of this Court except the "Fourth" paragraph of Section 2 of Rule 14 which is adapted to these proceedings to read as follows:

Fourth—(1) the petition, (2) the responses, and (3) a separate and particular statement of each assignment of reasons intended to be urged.<sup>2</sup> No reason not so stated shall be considered.

6. Unless oral argument shall be requested in writing by one of the parties at the time of filing of his brief, the case will be regarded as submitted with the expiration of the time for filing of the last brief above provided for. If such oral argument be requested by any party, the hearing shall be set for as early date as possible and the parties notified thereof by the Clerk of this Court. Oral arguments shall be limited to one hour for and one hour against the order of the Board. Parties objecting to such order, shall open and close the arguments.

7. Wherever service is provided for in this Rule, it may be made upon an attorney of record (in this Court) for a party.

8. Unless inconsistent with the above provisions of this Rule or otherwise inapplicable, all Rules of this Court contained in title I and title II shall apply.

<sup>2</sup>It is permissible but (to avoid duplication of printing) not necessary to print, as a part of a petition to review or of a response, the assignment of reasons therein challenging the order of the Board. It is necessary to state under a separate distinct heading (such as "Specification of Reasons") of the brief each and every reason contained in a petition to review or in a response which it is intended to be urged in the brief or in oral argument.

## RULES OF THE UNITED STATES DISTRICT COURT, DISTRICT OF MINNESOTA

### CIVIL PROCEDURE RULES

The rules of the local federal court are largely, if not entirely, superseded by the new District Court Rules of Civil Procedure. These new rules, with the observations of the Committee which prepared them, together with copious annotations to the decisions of all of the federal courts construing and applying the rules, would require more space than this supplement will permit. A special book is now being prepared by the publisher of this supplement on the subject of Federal Court Rules, and announcement of the same will be made in the near future.

## MINNESOTA SUPREME COURT

(Adopted August 15, 1937, effective January 1, 1938.)

### RULE I

**Clerk—Duties of.** 1. The clerk shall keep a general docket or register in which he shall enter the title of all actions and proceedings including the names of the parties and the attorneys by whom they prosecute or defend, brief notes of all papers filed and

all proceedings had therein, the issuing of writs and other process and the return thereof, and all orders and judgments.

2. He shall also keep a judgment book in which he shall enter all judgments, the names of the parties thereto, the date of the judgment, its number, the amount thereof if the recovery of money or damages is included therein, and the amount of costs and

disbursements, which record shall be properly indexed.

3. He shall keep a court journal in which he shall enter from day to day brief minutes of all proceedings in court.

4. He shall file all papers presented to him; endorse thereon the style of the action, its number, the character of the paper and date of filing; and after filing no paper shall be taken from his office unless by order of the court or a judge thereof.

Corresponds in substance to Rule 1, subsections 1 to 5 of July, 1925, rules, as amended.

On certiorari to review decision of Industrial Commission the title of the proceeding does not change in the appellate court. *Kopp v. B.*, 179M158, 228NW569.

**RULE II**

**Title of Cause.—Certiorari and Mandamus.** In this court the style of all cases under review shall be as in the court below. Writs of certiorari and mandamus shall issue in the name of the state on the relation of the petitioner and the title shall be in the form indicated by the following example:

John Jones,

Plaintiff and Relator,

The petition for and the writ of certiorari Johnson Canning Company,

Defendant and Respondent.

State upon the relation of John Jones to the . . . . . Court of . . . . . County Minnesota, and to the Honorable . . . . . one of the Judges thereof:

The petition for and the writ of certiorari shall definitely and briefly state the judgment or order or proceeding which is sought to be reviewed and the errors which the relator claims and the writ shall direct a return of the proceedings. The writ and petition shall be served upon the court or judge to which it is directed and upon the adverse party in interest. The court or judge shall make return thereto.

Records and briefs shall be printed and served as prescribed by Rule VIII, unless the order directing the writ or a subsequent order otherwise provides. The attendance of counsel on the return day is unnecessary.

Costs and disbursements may be taxed for or against the adversary parties but not for or against any court or a judge thereof.

Corresponds in substance to rule 1, subsection 6 of July, 1925, rules, as amended. 173M610, 216NW533.

**RULE III**

**Motions—Eight Days' Notice.** Motions for special relief will be heard only upon eight days' notice given the adverse party, and when not based upon the records and files shall be accompanied by the papers upon which they are founded. No oral argument shall be permitted. The original and three typewritten copies of motion papers and briefs shall be filed.

A fee of \$2 must accompany all motions and applications other than in pending causes wherein the statutory appeal fee has been paid.

Corresponds in substance to rule 2 of July, 1925, rules, as amended.

**RULE IV**

**Appellant to File Essential Parts of Original Record Ten Days Before Argument—Exhibits—Clerks to Furnish Lists of Papers and Exhibits.** Appellant shall designate in writing to the clerk of the lower court what part of the original record he deems essential to the consideration of questions presented on the appeal, and cause return thereof to be made as required by Sec. 9493, Mason's Minn. St. 1927, 10 days before the day set for the argument of the cause in this court. When original papers have been prematurely sent to this court they will be returned to the lower court upon the written request of either party.

All exhibits sent to the clerk of this court shall have endorsed thereon the title of the case to which they belong. All exhibits will be returned to the clerk of the court below with the remittitur. All models will be

so returned when necessary on a new trial, but where the decision of this court is final and no new trial is to be had, such models will be destroyed by the clerk of this court unless called for by the parties within 30 days after final decision is rendered.

Whenever a clerk of a lower court shall transmit to this court any original papers, files or exhibits as required by Sec. 9493, Mason's Minn. St. 1927, he shall include therewith full and complete detailed lists in duplicate of such papers, files and exhibits. The clerk of this court shall, upon receipt of such papers, files and exhibits, receipt to the transmitting clerk therefor. And when they are returned to the lower court the clerk of said court shall receipt to the clerk of this court for the same. (Note.—Lower court does not lose jurisdiction to settle case when appeal has been perfected. See *State ex rel. Kelly v. Childress*, 172 Minn. 533, 149NW550.)

Corresponds in substance to rule 3 of July, 1925, rules, as amended.

**RULE V**

**Defective Return.—Procuring Additional Papers.** If the return made by the clerk of the court below is defective and all papers, exhibits, orders or records necessary to an understanding and decision of the case are not transmitted, either party may, on an affidavit specifying the defect or omission, apply to a justice of this court for an order requiring the clerk of the lower court to make further return and supply the defect or omission without delay.

Corresponds in substance to rule 4 of July, 1925, rules, as amended.

**RULE VI**

**Endorsement of Return by Clerk of the Court Below.** The clerk of the court below shall endorse upon each return to this court the name and postoffice address of the judge presiding in the lower court and of the attorneys for the respective parties.

Corresponds in substance to rule 5 of July, 1925, rules, as amended.

**RULE VII**

**Attorneys—Guardians Ad Litem—Continue Such on Appeal.** The attorneys and guardians ad litem of the respective parties in the court below shall be deemed the attorneys and guardians of the same parties, respectively, in this court, until others are retained or appointed and notice thereof served on the adverse party.

Corresponds in substance to rule 28 of July, 1925, rules, as amended.

**RULE VIII**

**Printing, Service and Filing Records and Briefs—Penalty.** 1. The appellant or party removing a cause to this court (including the defendant in a criminal case where the trial court certifies a question to this court under the provisions of Sec. 10756, Mason's Minn. St. 1927) shall, within 60 days from the date of service of the notice of appeal upon opposing counsel, serve upon the opposite party the printed record and his assignments of error and brief, and file with the clerk of this court 12 copies of each thereof; and within 30 days from such service upon him the respondent shall serve his brief and file with the clerk 12 copies thereof; except that in all appeals from municipal courts the appellant or party removing a cause to this court shall have only 30 days from the date of the service of the notice of appeal upon opposing counsel within which to serve upon the opposite party and file the printed record and assignments of error and brief, and the respondent shall have only 20 days from such service upon him within which to serve and file his brief. Appellant may reply in typewritten or printed form within 10 days thereafter. The reply shall be limited strictly to a concise answer to new points made by respondents. As to form and size typewritten records and briefs shall comply with these rules. The failure of appellant to comply with this rule in respect to printing and serving the record and his brief and filing the same with the clerk of this court within the time

stated—which time cannot be extended by stipulation—will be deemed an abandonment of the appeal and the order or judgment appealed from will be affirmed or the appeal dismissed, as the court may deem proper.

2. The record and briefs must be printed and the folios of the record numbered in the margin. The record shall consist of the pleadings, the findings or verdict, the order or judgment appealed from, the reasons of the trial court for the decision, if any, the notice of appeal and in cases where the sufficiency of the evidence is not involved, such abridgment of the settled case as will clearly and fully present the questions arising on the appeal. Even in cases where the sufficiency of the evidence is involved, only that pertinent to the issues to be presented need be printed. (For example, in personal injury cases where the amount of the recovery, if any, is not questioned, the medical and other testimony going only to the nature and extent of the injury should be omitted.) All matters in the return not necessary to a full presentation of the questions raised by the appeal shall be excluded from the printed record, and to that end the material testimony may be printed in narrative form, immaterial parts thereof omitted, and documentary evidence condensed. If the respondent deems the record so printed not sufficiently full to present properly the merits of the appeal, he may print a supplemental record, or instead in his brief refer to the folios or pages in the settled case, the original of which will be on file in this court, which he deems necessary and important.

3. The brief of appellant shall contain:

(a) A subject index of the contents of the brief, with page references; and a table of the cases (alphabetically arranged), text books, and statutes cited, with references to the pages where they are cited, all of which may be omitted if the brief contains no more than 15 pages.

(b) A summary of the nature and procedural history of the case stating the relief sought, the date of commencement of the action or proceeding, date of trial or hearing, the date and form of the order or judgment sought to be reviewed, the date of service of the notice of appeal, and concluding with a brief summary of the questions presented by the appellant. This statement must make it appear, in cases of appeal, that the order sought to be reviewed is appealable.

(c) A concise statement of facts shown by the record so far as relevant to the grounds urged for reversal, modification or other relief. Where it is claimed that a verdict, finding or decision is not sustained by the evidence, the evidence, if any, tending directly or by reasonable inference, to sustain such verdict, finding or decision, shall be summarized. All references to the evidence shall indicate the folio and page of the printed record or settled case where same may be found.

(d) Assignments of error each shall be separately and concisely stated and numbered, without repetition. Where a finding of fact is attacked as not sustained by the evidence, it shall be particularly specified.

(e) In appellant's brief, the points urged for reversal, modification or relief, shall be separately stated and numbered, and each point so stated and numbered shall be followed by the argument thereon. The law and facts presented on each point shall be clearly stated, with citation of the authorities and statutes relied upon. Quotations must be confined to what is presently relevant. Useless repetition is to be avoided. For example, if on a given point, one authority is quoted, the others in accord should ordinarily be cited only, without further quotation.

4. It is the duty of counsel for appellant or moving party, in both brief and oral argument, to state the case and facts fairly, with complete candor, and as fully as necessary for consideration of the issues

to be presented. In the oral argument of causes it will be well if the appellant precede his statement of facts with a summary of the questions to be raised so that as the facts are stated their relation to the questions presented may at once be obvious. Normally, no restatement of facts by respondent should be needed. In both written and oral argument such statement for respondent should be limited to such correction or supplement of appellant's statement as the case may require, and clearly indicate wherein it differs from the statement by appellant, and why. Subject to the foregoing, the arrangement of the brief for respondent, and of the reply and supplemental briefs, if any, should so far as possible conform to that prescribed hereby for the brief of the appellant.

5. Whenever the brief of the prevailing party or the record or supplemental record contains any unnecessary, irrelevant or immaterial matter, he shall not be allowed any disbursements for preparing or printing such unnecessary matter.

The party entitled to object to the taxation of disbursements in such case shall point out—specifying the pages or folios—the particular portions of the record, supplemental record or brief for which he claims the opponent is not entitled to tax disbursements.

Corresponds in substance to rule 8 of July, 1925, rules, as amended.

173M610, 216NW533.

173M93, 226NW417.

Where there are several findings of fact, an assignment of error that the findings are not sustained by the evidence presents no question for review for it fails to point out the finding challenged. 171M499, 214NW477.

Subdivision 2 of this rule is intended to encourage every possible shortening of the printed record that will not jeopardize arguments to be presented. 176M360, 223NW677.

A specification of error in motion for new trial is unavailable, unless point has been preserved both by assignment of error and appropriate argument in brief. Peterson v. P., 186M633, 244NW68.

(3).

Because of disregard of rules of court, successful appellant was not allowed statutory costs. Lestic v. K., 204M125, 283NW122. See Dun. Dig. 2238.

(3)(c).

Assignment of 112 errors in an automobile case indicated too much abstinence from concise statement required, and it was not proper to state as part of each assignment a summary of argument, later elaborated, in its support. Lestic v. K., 204M125, 283NW122. See Dun. Dig. 357.

(3)(e).

Appropriate quotations from relevant authority is always welcome, but repetition of same idea by quotation from other authorities is ordinarily futile and not welcome, and labored argument on familiar propositions of law is neither complimentary nor helpful to the court. McDermott v. M., 204M215, 283NW116. See Dun. Dig. 354b.

Successful appellant denied statutory costs for violation of rules in printing brief. Id. See Dun. Dig. 2238.

Counsel should group under one assignment all challenged rulings concerning a single proposition. Lestic v. K., 204M125, 283NW122. See Dun. Dig. 357.

## RULE IX

**Setting of Cases and Notice—Resetting.** Upon the filing of the printed record and appellant's brief each case will be placed on the calendar for argument or submission on briefs, as the case may be, and the clerk will give prompt notice of the date thereof to the respective attorneys. A case may be reset by the court upon a showing of good reasons therefor.

## RULE X

**Record—Printing.** Records assignments of error and briefs shall be neatly and legibly printed in leaded small pica or long primer type with black ink on white or cream, opaque, unglazed paper, properly paged at the top and properly folioed at the side, with a margin on the outer edge of the printed page of 1 ½ inches. The printed page shall be 7 inches long and 3 ½ inches wide, and the paper page shall be 9 inches long and 7 inches wide. Each brief shall be over the name of the counsel preparing it. Each copy of such brief or record shall be stitched together and there shall be printed on the outside thereof its proper designation, the title of the cause, and on the record the names and

addresses of the attorneys for all of the parties and on the brief only the names and addresses of attorneys preparing the same. Every record shall be accompanied by an adequate index of its contents, with particular reference to exhibits, which shall be so designated as to facilitate quick reference thereto.

One-half inch from the top of the cover page of each brief and printed record shall be printed the file number of the case in this court, in the black-faced 18 point figures.

The prevailing party shall be allowed as a disbursement the reasonable amount which he has actually paid for printing record or brief.

Corresponds in substance to rule 10 of July, 1925, rules, as amended.

Prevailing party may collect the expense of the record and briefs only when they are printed. *State v. Tift*, 185M103, 240NW354. See Dun. Dig. 2239(8).

Whether taxation of costs and disbursements is opposed or not, it is the duty of the clerk to satisfy herself that the items are correct and taxable. *State v. Tift*, 185M103, 240NW354. See Dun. Dig. 2226.

#### RULE XI

**Default of Appellant—Affirmance or Dismissal—Certifying to Court Below.** Respondent may apply to the court for judgment of affirmance or dismissal if the appellant shall fail or neglect to serve and file the printed record and his brief as required by these rules. But no reversal will be ordered for the failure of the respondent to appear, unless the record presents reversible error. If appellant is in default for 30 days and respondent does not move for dismissal or affirmance this court will dismiss the appeal without notice and without the allowance of costs and disbursements. In all cases of dismissal of any appeal in this court the clerk shall issue a certified copy of the order of dismissal to the court below.

Corresponds in substance to rule 11 of July, 1925, rules, as amended.

#### RULE XII

**Certifying Record—Temporary Injunction in "Labor Dispute."** Upon the certification of a record to this court for review under the provisions of Sec. 9, c. 416, Laws 1933, [§4260-9] the case shall be set for hearing in this court on the first available date and the proceedings in the case shall be given precedence over all other matters except older matters of the same character; and the rules of this court requiring the printing of record and briefs shall not apply to such cases, but typewritten records and briefs of a like number and size as required for printed records may be filed in lieu thereof.

#### RULE XIII

**Oral Argument—When Allowed.** On oral argument the appellant shall open and be entitled to reply. In actions for the recovery of money only, or of specific personal property, where the amount or the value of the property involved in the appeal shall not exceed \$500; in appeals from orders involving only questions of practice, or forms or rules of pleading; in appeals from the clerk's taxation of costs; and in appeals from municipal courts, no oral argument will be allowed.

In actions for the recovery of money only, or for specific personal property, where the amount or value of the property involved in the appeal is more than \$500 but does not exceed \$1000, and in cases reviewing decisions of the Industrial Commission, appellant shall be entitled to 30 minutes in all and respondent to 20 minutes.

In all other cases appellant shall be entitled to one hour in all and respondent to 45 minutes.

Application for leave to argue a case orally when oral argument is not otherwise permitted or for an extension of the time allowed for oral argument as prescribed by this rule, may be made in writing at the time of filing the briefs.

Either party may submit a case on his part on his brief, and when no appearance is made on the day of argument, the printed record and briefs being on file, the case will be ordered so submitted.

Whenever any member of the court is not present at the oral argument of a case, such case shall be deemed submitted to such member of the court on the record and briefs therein and when during the consideration of a case there is a change in the personnel of the court the case shall be deemed submitted to the new member or members on the record and briefs.

Corresponds in substance to rule 13 of July, 1925, rules, as amended.

Rule does not require that a matter or case must be submitted to all seven justices, but an absent justice may take part in a decision if he so desires. *Hunt v. W.*, 193 M168, 259NW12. See Dun. Dig. 9074.

#### RULE XIV

**Remittitur as Matter of Course—Mailing Copy of Decision or Order—Entry of Judgment—Transmitting Remittitur.** Upon the reversal, affirmance, or modification of any order or judgment of a lower court by this court, there will be a remittitur to the lower court unless otherwise ordered. A remittitur shall contain a certified copy of the judgment of this court, sealed with the seal thereof, and signed by the clerk.

When a decision is filed or an order entered determining the cause, the clerk shall mail a copy thereof to the attorneys of the parties, and no judgment shall be entered until the expiration of 10 days thereafter, except that in criminal cases judgment may be entered immediately. The mailing of such copy shall constitute notice of the filing of the decision.

The remittitur shall be transmitted to the clerk of the court below when judgment is entered, unless written objection under Sec. 9487, Mason's Minn. St. 1927, is made by the prevailing party and filed with the clerk of this court on or before the day set for the taxation of costs and disbursements.

Corresponds in substance to rules 15 and 16 of July, 1925, rules, as amended.

#### RULE XV

**Costs and Disbursements—Prevailing Party.** Unless otherwise ordered the prevailing party shall recover costs as follows: 1. Upon a judgment in his favor on the merits, \$25; 2. Upon dismissal, \$10. (Who is prevailing party. See *Sanborn v. Webster*, 2 Minn. 277 (323); *Allen v. Jones*, 8 Minn. 172 (202).)

Costs and disbursements in all cases shall be taxed in the first instance by the clerk upon 2 days' notice, subject to review by the court, and inserted in the judgment. Costs and disbursements shall be taxed within 15 days after the filing of the decision.

Objections to taxation of costs and disbursements must be made in writing and filed. Appeals from the clerk's taxation of costs and disbursements must be served on opposing counsel and filed within 6 days from the date of the taxation by the clerk.

Corresponds in substance to rules 17 and 18 of July, 1925, rules, as amended.

#### RULE XVI

**Reversal—Final Judgment Without Remittitur.** On reversal of a judgment of the district court, rendered on a judgment removed into it from an inferior court, when there is no remittitur, this court will render such judgment as ought to have been given in the court below, including the costs and disbursements of that court, and also for the costs and disbursements of this court; and the appellant may have execution thereupon.

Corresponds in substance to rule 19 of July, 1925, rules, as amended.

#### RULE XVII

**Judgment for Money Only—Affirmance—Final Judgment in This Court.** In all cases where a judgment of the district court for the recovery of money only is affirmed, and there is no remittitur, judgment may be entered in this court for the amount thereof, with interest, costs and disbursements and damages, if any are awarded, to be added thereto by the clerk; and the party in whose favor the same was rendered may have execution thereupon from this court.

Corresponds in substance to rule 20 of July, 1925, rules, as amended.

Parties having stipulated that no remittitur issue if judgment below be affirmed, clerk will enter final judgment in supreme court on affirmance. *State v. First Bank Stock Corp.*, 198M619, 270NW574. Appeal dismissed, 300US635, 57SCR434. See *Dun. Dig.* 449.

#### RULE XVIII

**Reversal—No Remittitur—Costs and Disbursements of the Prevailing Party.** In a case of a reversal of a judgment, order or decree of a district court, rendered or made in a cause commenced therein, if there is no remittitur, the prevailing party shall have judgment in this court for the costs and disbursements of reversal, and the costs and disbursements of the court below, and execution therefor.

Corresponds in substance to rule 21 of July, 1925, rules, as amended.

#### RULE XIX

**Judgment—Entry by Losing Party or the Clerk.** In case the prevailing party shall neglect to have judgment entered within 15 days after notice of the filing of the opinion or order of the court, the adverse party, or the clerk of this court, may without notice, cause the same to be entered without inserting therein any allowance for costs and disbursements.

Corresponds in substance to rule 22 of July, 1925, rules, as amended.

#### RULE XX

**Judgment Roll—Papers Constituting.** In all cases the clerk shall attach together the bond and notice of appeal certified and returned by the clerk of the court below and a certified copy of the judgment of this court, signed by him; and these papers shall constitute judgment roll.

Corresponds in substance to rule 23 of July, 1925, rules, as amended.

#### RULE XXI

**Executions—Issuance and Satisfaction.** Executions to enforce any judgment of this court may issue to the sheriff of any county in which a transcript of the judgment is filed and docketed. Such executions shall be returnable within 60 days from the receipt thereof by the officer. On the return of an execution satisfied in due form of law the clerk shall make an entry thereof upon the record.

Corresponds in substance to rule 25 of July, 1925, rules, as amended.

#### RULE XXII

**Process and Writs Other Than Executions.** All other writs and process issuing out of this court shall be signed by the clerk, sealed with the seal of the court, tested of the day when the same issued, and made returnable in accordance with the order of the court.

Corresponds in substance to rule 26 of July, 1925, rules, as amended.

#### RULE XXIII

**Rehearing—Filing Application.** Applications for rehearing shall be made on petition setting forth the grounds on which they are made, and filed within 10 days after the filing of the decision. They shall be served on the opposing party, who may answer within 5 days thereafter. A fee of \$5 shall accompany all petitions for rehearing.

Nine copies shall be filed. They may be either typewritten or printed, and whether typewritten or printed shall comply with the rules for printed briefs as to size.

The filing of a petition for rehearing stays the entry of judgment in civil cases until the filing of the order of the court thereon. It does not stay the taxation of costs.

Corresponds in substance to rule 27 of July, 1925, rules, as amended.

#### RULE XXIV

**Discipline of Attorneys.** Whenever a verified accusation shall have been filed in this court, charging a member of its bar with misconduct and praying that he be disciplined, and an order of this court shall have been served upon such attorney, directing that he

file an answer to such accusation, he shall file a plea of not guilty or answer. Such answer may contain:

1. A denial of each allegation of the accusation controverted by such attorney, or an averment that he has not knowledge or information thereof sufficient to form a belief.

2. A statement in ordinary and concise language of any new matter constituting a defense, or any matter in mitigation of discipline.

If the attorney fails to so plead or file an answer, upon proof of such facts, he shall be found in default, and an order of discipline will be entered upon the assumption that the accused is guilty as charged.

Whenever the court shall appoint a district judge referee in a disciplinary proceedings, with directions to hear and report the evidence in such matter, such referee shall cause the official court reporter appointed by him pursuant to Sec. 201, Mason's Minn. St. 1927, to make a stenographic report of all testimony given and all proceedings had before the said referee as in civil cases. The reporter shall be paid his necessary expense, but no compensation except as hereinafter provided. Upon request of any person interested, and payment or tender of his fees therefor, the reporter shall furnish a transcript of such record as in civil cases, pursuant to Sec. 203 of said statutes, and shall be paid therefor the fee provided for in Sec. 206 of said statutes. The transcript of the testimony shall be made upon paper 9 inches long and 7 inches wide to conform to the size of printed records and briefs in this court.

The referee shall make findings of fact which shall be conclusive, unless a case shall be settled in accordance with and within the time limited in Sec. 9328 and Sec. 9329, Mason's Minn. St. 1927. The party proposing such settled case shall first obtain and pay for a transcript of the testimony, or the relevant portions thereof, and place the original thereof in the hands of the referee and a copy thereof in the hands of the adverse party.

Corresponds in substance to rules 1 and 2 of May 15, 1933, rules.

In absence of a settled case, findings of fact of a referee in a proceeding for disbarment or discipline of an attorney are conclusive. *Waters*, 192M262, 256NW139.

#### RULE XXV

**Certiorari to Industrial Commission—Settled Case.** Whenever this court shall issue a writ of certiorari to review an order or decision of the Industrial Commission it shall be the duty of the relator, unless otherwise ordered by this court, to prepare and submit to the adverse parties a proposed settled case for their approval. If approved, a stipulation to that effect shall be entered into by all interested parties. If the parties are unable to agree, the relator shall on not less than five days' notice apply to the Industrial Commission for an order settling the case. The party served may in like manner propose amendments thereto within three days thereafter. In either event the stipulation of the parties or order of the Commission shall be contained in the printed record and such record shall be delivered to the Industrial Commission within the time provided by Sec. 4320, Mason's Minn. St. 1927, unless the Commission shall for cause extend such time. An extension of such time not exceeding twenty days may be granted by the Commission for cause only upon an ex parte application, but notice of the granting of such extension shall forthwith be given to the adverse parties by the Commission. All proceedings for the procurement and approval of a settled case shall be as nearly as may be, similar to proceedings on appeal from the district court. Except as above provided, or unless otherwise ordered by this court, the printed record and briefs shall in all respects conform to Rule VIII of this court. Such printed record, settled in the manner aforesaid, shall constitute the return by the Industrial Commission to this court.

## RULE XXVI

**Modification and Suspension of Rules.** Any of these rules may be relaxed or suspended by the court in term or a judge thereof in vacation, in particular cases, as justice may require.

Memo. 1. Rules do not apply in habeas corpus appeals. See Sec. 9768, Mason's Minn. St. 1927.

2. The use of the supreme court file number of the case on all papers, and when communicating with

the court or clerk, will aid greatly in giving prompt service.

3. Rules governing applications for admission to bail when application to trial court is denied, see State v. Russell, 159 Minn. 290, 199 N. W. 750.

Corresponds in substance to rule 30 of July, 1925, rules, as amended.

Where a case has been settled, findings of referee in a disbarment proceeding are not conclusive, and petitioner or prosecutor may challenge same as contrary to preponderance of evidence. McDonald, 204M61, 282NW677. See Dun. Dig. 9801.

## SUPREME COURT RULES IN PROCEEDINGS FOR DISBARMENT OF ATTORNEYS

(See rule 24, ante.)

### CODE OF RULES FOR THE DISTRICT COURTS OF MINNESOTA

#### Part I. General Rules

## 1.

**Actions by Representatives—Attorney's Fees.** In actions for personal injury or death by wrongful act, brought by persons acting in a representative capacity, contracts for attorney's fees shall not be regarded as determinative of fees to be allowed by the court.

## 2.

**Actions for Death by Wrongful Act—Distribution.** Applications by representatives for the distribution of funds recovered under section 9657, Mason's Statutes 1927, or pursuant to any federal act, shall be by verified petition. The petition shall set forth the amount received; a detailed statement of expenditures, if any; the amount, if any, claimed for services of the representative or of an attorney, together with the nature and extent of such services. It shall also recite the names and places of residence of all persons claiming an interest or the right to share in the fund to be distributed, so far as known to the petitioner, specifying claimants who are minors or under legal disability; the amount of the funeral expenses and of any demand for the support of the decedent duly allowed by the probate court, if unpaid, and whether the time set for such allowance has expired. If such time has not expired, the hearing upon the petition shall be postponed until such expiration, or until provision satisfactory to the court has been made for the payment of such items.

The petition shall be heard at a time and place to be fixed by order of court. The order shall recite briefly the facts stated in the petition and shall be served by registered mail upon all interested persons whose places of residence are known to the petitioner or can be ascertained. The court may direct the giving of further or other notice. Persons under guardianship shall be represented by the guardian; and where no guardian has been appointed, the court may provide for such representation by a guardian ad litem.

## 3.

**Actions on Behalf of Minors—Settlement.** (a) In making application for the approval of a settlement of any action brought on behalf of a minor child, the parent or guardian ad litem shall present to the court:

(1) A verified petition stating the age of the minor, the nature of the action, if for personal injuries to what extent the minor has recovered there-

from, the reasons justifying the proposed settlement, the expenses which it is proposed to pay out of the amount to be received, the nature and extent of the services rendered by the attorney representing the minor, whether or not an action has been commenced on behalf of the parent or guardian, and, if so, what settlement, if any, has been made in that action, with itemized expenses incurred on behalf of the minor.

(2) Satisfactory evidence that the settlement is for the best interest of the minor.

(3) If the action be for personal injuries, an affidavit of the attending physician showing the nature, extent, and probable duration of the injuries caused by the accident, and the extent of the recovery which has been made therefrom at the time of the presentation of the application.

The minor shall appear before the court at the time the application is made; and no order approving any settlement shall be made where the action is one for personal injuries until the court has seen and had an opportunity to examine the minor.

Before any parent or guardian ad litem in any such action shall receive any money he shall file a bond in an amount and with such sureties as shall be approved by the court, running to the minor as obligee and conditioned that he will duly account for and pay over the sum received for the benefit of such minor to said minor upon his coming of age, or to his general guardian during his minority, if one shall be appointed; provided, however, that upon petition of said parent, the court may, in its discretion, order that in lieu of such bond any money so received shall be deposited as a savings account in a banking institution or trust company, together with a copy of the court's order, and the deposit book filed with the clerk of court, subject to the order of the court; and no settlement or compromise of any such action shall be valid unless the same shall be approved by a judge of the court in which such action is pending.

Unless otherwise ordered, application for approval of such settlements may be made ex parte.

(b) In applications for approval of settlement of an action brought under 2 Mason, Minn. Stat. 1927, §9169 or §9172, on behalf of a minor child or ward, when settlement is approved by the court, attorney's fees will not be allowed in any amount in excess of twenty-five per cent of the recovery. No other deductions may be made from the amount of the settlement.

(c) Stipulations for judgment shall be deemed settlements within the meaning of this rule. (As amended July 5-6, 1932).

4.

**Attorneys as Sureties.** No practicing attorney shall be accepted as surety on a bond or undertaking required by law.

5.

**Banks in Liquidation—Sale of Assets—Final Dividends.** Petitions for orders approving the sale or compounding of doubtful debts, or the sale of real or personal property, or authorizing a final dividend, of any bank, state or national, in liquidation, shall be heard after notice to all interested persons given as herein provided.

Upon the filing of the petition, the court shall enter an order reciting the substance of the petition and the time and place for hearing thereon, and advising all interested persons of their right to be heard.

A copy of the order shall be published once in a legal newspaper published near the location of the bank in liquidation, which publication shall be made at least ten days prior to the time fixed for the hearing; or the court may direct notice to be given by such other method as it shall deem proper. If it shall appear to the court that delay may prejudice the rights of those interested, the giving of notice may be dispensed with.

6.

**Continuance.** No civil case on the general term calendar shall be continued by consent of counsel only, or otherwise than by order of the court for cause shown; provided that in counties having an assignment clerk the special rules of such county shall govern.

7.

**Costs on Demurrer or Motion.** On sustaining or overruling a demurrer or granting or denying a motion the court may award costs, not exceeding \$10, which, in the discretion of the court, may be absolute or to abide the event of the action.

8.

**Depositions.** Commissions to take testimony without the state may be issued on notice and application to the court either in term time or in vacation. Within five days after the entry of the order for a commission the party applying therefor shall serve a copy of the interrogatories proposed by him on the opposite party. Within five days thereafter the opposite party may serve cross-interrogatories. After the expiration of the time for serving cross-interrogatories, either party may within five days give five days' notice of settlement of interrogatories before the court. If no such notice be given within five days, the interrogatories and cross-interrogatories, if any have been served, shall be settled by the court. Whenever a commission is applied for and the other party wishes to join therein, interrogatories and cross-interrogatories to be propounded to his witnesses may be served and settled or adopted within the same time and in the same manner as those to the witnesses of the party applying. After the interrogatories are settled, they shall be engrossed and numbered by the party proposing the interrogatories in chief, and the engrossed copy or copies shall be signed by the officer settling the same, annexed to the commission and forwarded to the commissioner. If the interrogatories and cross-interrogatories are adopted without settlement, engrossed copies need not be made, but the originals or copies served may be annexed and forwarded immediately with the commission.

9.

**Divorce Actions.** (a) All divorce cases, whether contested or not, shall be placed on the calendar and tried at general term.

(b) No action for divorce based upon incurable insanity shall be heard until a general guardian of the person of the defendant (or a guardian ad litem when the appointment of a general guardian appears impracticable), shall have been appointed, and service of the summons and notice of the pendency of the action shall have been made upon such guardian, upon defendant's nearest blood relative and upon the superintendent of the institution in which the defendant is confined. If from the sheriff's return and the proofs submitted, it shall appear to the satisfaction of the court that personal service cannot be made upon the nearest blood relative of the defendant, then upon order of the court the summons and notice of the pendency of the action shall be served upon such nearest blood relative in the manner directed by the court; and no hearing in any such case shall be had until after the lapse of thirty days from the time of such service.

(c) Orders for publication of summons in actions for divorce will be granted only upon an affidavit of the plaintiff made as provided by statute and showing specifically what efforts have been made to ascertain the residence of the defendant for the purpose of making personal service.

10.

**Ex Parte Orders.** No order shall be made ex parte unless there shall be presented with the application therefor an affidavit showing whether any previous application has been made for the order requested, or for a similar order; and if there has been a previous application, to what court or judge it was made, and the determination made thereof, and what new facts, if any, are shown upon such subsequent application that were not previously shown. For a failure to comply with the provisions of this rule, the order made on such subsequent application may be vacated.

11.

**Expert Witness Fees.** In taxation of costs in civil cases a fee not exceeding \$10 per day may be allowed for expert witnesses. Under special circumstances such fee may be increased, but not to exceed \$25 per day.

Fact that expert witness is employed in service of state does not disqualify him from receiving compensation as expert witness. *Bekkemo v. E.*, 186M108, 242NW 617.

Veterinary surgeons called as witnesses should receive only \$10.00 per day in absence of special circumstances. *Bekkemo v. E.*, 186M108, 242NW617. See *Dun. Dig.* 10361.

12.

**Filing Papers.** (a) All affidavits, notices and other papers designed to be used in any cause, shall be filed with the clerk prior to the hearing of the cause unless otherwise directed by the court.

(b) All orders, together with the affidavits and other papers upon which the same are based, which orders are not required to be served, shall be filed forthwith in the office of the clerk. Orders required to be served shall be so filed within three days after the service thereof, and, unless seasonably served and filed, may be vacated.

(c) All orders and findings, whether prepared by the judge or by counsel by direction of the judge, shall be typewritten in manifold, and when the original is filed a copy shall be furnished to each attorney or firm of attorneys appearing in the case. The observance of this rule shall not be deemed a substitute for statutory notice of the filing of a decision or order.

(d) No papers on file in a cause shall be taken from the custody of the clerk otherwise than upon order of the court.

(e) When judgment is entered in an action upon a promissory note, draft or bill of exchange under the provisions of section 9256, Mason's Statutes 1927, such promissory note, draft or bill of exchange shall

be filed with the clerk and made a part of the files of the action.

District court has power to waive its rules and receive a counter affidavit after a motion is submitted. *State v. Padares*, 186M622, 246NW369. See Dun. Dig. 2773.

To start running time within which plaintiff must consent to reduction of verdict ordered as condition of not granting new trial, adverse party must serve notice upon plaintiff. *Turnbloom v. C.*, 189M588, 250NW570. See Dun. Dig. 7138.

Plaintiff appealing from an order granting a motion to strike reply as sham and frivolous cannot complain that no copy of the order was ever mailed to plaintiff as required by rules of district court, in absence of showing of prejudice. *Berger v. F.*, 198M513, 270NW589. See Dun. Dig. 6607.

(c).

To start running time within which plaintiff must consent to reduction of verdict ordered as condition of not granting new trial, adverse party must serve notice upon plaintiff. *Turnbloom v. C.*, 189M612, 250NW570. See Dun. Dig. 7138.

13.

**Form of Papers.** (a) On process or papers to be served the attorney or a party appearing in person, besides subscribing or indorsing his name, shall add thereto the name of the city, town or village in which he resides, and the particular location of his place of business by street, number or otherwise; and if he shall neglect to do so, papers may be served on him through the mail, by directing them according to the best information concerning his residence conveniently obtainable.

(b) The attorney or other officer of the court who prepares any pleading, affidavit, case, bill of exceptions or report, decree or judgment, exceeding two folios in length, shall distinctly number and mark each folio of one hundred words in the margin thereof, or shall number the pages and the lines upon each page; and all copies either for the parties or the court shall be numbered and marked so as to conform to the originals. All typewritten matter shall be carefully and legibly typed on plain, unglazed white paper of good texture, made with well inked ribbon and carbon, and shall be double spaced. Any pleading, affidavit, bill of exceptions or case not thus prepared may be returned by the party on whom the same is served or by the court.

(c) All pleadings and other papers filed shall be plainly indorsed on the outside thereof with the title of the case, matter or proceeding in which they are so filed, and the name or character of the paper shall be indorsed thereon below the title, so that the same may be clearly identified without opening; and the clerk may refuse to receive for filing any paper not so indorsed.

(d) When a summons is served with the complaint, the summons shall be so placed and arranged that it will be the first paper seen upon opening and inspecting the face of the papers served. A failure to comply with this rule may be deemed by the court a prima facie showing upon an application for extension of time to answer, or for relief from default, under the provision of Section 9283, *Mason's Minnesota Statutes* for 1927.

14.

**Framing Issues.** In cases where the trial of issues of fact by a jury is not required by section 9288, *Mason's Statutes* 1927, if either party shall desire a trial by jury, such party shall, within ten days after issue joined, give notice of a motion to be made upon the pleadings that the whole issue, or any specific question of fact involved therein, be tried by a jury. With the notice of motion shall be served a distinct and brief statement of the questions of fact proposed to be submitted to the jury for trial, in proper form to be incorporated in the order, and the judge may settle the issues, or may appoint a referee to settle the same. The judge, in his discretion, may thereupon make an order for trial by jury, setting forth the questions of fact as settled, and such questions only shall be tried by the jury, subject however to the right of the court to allow an amendment of such

issues upon the trial in like manner as pleadings may be amended upon trial.

15.

**Garnishments.** (a) Garnishments or attachments shall not be discharged through a personal bond under section 9383, *Mason's Statutes* 1927, without one day's written notice of the application therefor to the adverse party; but if a surety company's bond is given, notice shall not be required.

(b) Judgment against a garnishee shall be entered only upon notice to the garnishee and the defendant, if known to be within the jurisdiction of the court, showing the date and amount of the judgment against the defendant, and the amount for which plaintiff proposes to enter judgment against the garnishee after deducting such fees and allowances as the garnishee is entitled to receive. If the garnishee appears and secures a reduction of the proposed judgment, the court may make an appropriate allowance for fees and expense incident to such appearance.

16.

**Illegitimacy Proceedings.** Upon certification to and filing of record in the district court of any proceeding to determine the paternity of an illegitimate child, the clerk [shall] immediately notify by mail the State Board of Control of the pendency of the proceedings.

17.

**Judgment—Entry by Adverse Party.** When a party is entitled to have judgment entered in his favor upon the verdict of a jury, report of a referee, or decision or finding of the court, and neglects to enter the same for 10 days after the rendition of the verdict or notice of the filing of the report, decision or finding; or, in case a stay has been ordered, for ten days after the expiration of such stay, the opposite party may cause judgment to be entered on five days' notice to the party entitled thereto.

Procedural error in permitting defendant to have judgment entered against itself without giving five days' notice as required by district court rules, and refusal of court to vacate judgment, was not prejudicial, where judgment was entered for correct amount. *Martin Brothers Co. v. L.*, 198M321, 270NW10. See Dun. Dig. 5037.

18.

**Mechanic's Lien—Intervention.** Leave to intervene in an action to foreclose a mechanic's lien shall be granted only on motion and notice to the owner of the land ought to be charged.

19.

**No Execut.** Upon the allowance of a writ of ne execut the court shall require an undertaking or bond in the penal sum of not less than \$250, to be approved by the court. Such bond shall be conditioned upon payment to the party detained of such damages as he may sustain by reason of the writ, if the court shall eventually decide that the party applying was not entitled thereto.

20.

**Notice of Motion.** Notices of motion shall be accompanied with copies of the affidavits and other papers on which the motions are made, provided that papers in the action of which copies shall have theretofore been served, and papers other than such affidavits which have theretofore been filed, may be referred to in such notice and read upon the hearing without attaching copies thereof. When the notice is for irregularity it shall set forth particularly the irregularity complained of. In other cases it shall not be necessary to make a specification of points, but it shall be sufficient if the notice state generally the grounds of the motion.

21.

**Order To Show Cause.** Whenever a motion can be made upon notice, an order to show cause will

not be granted, except upon showing of some exigency whereby delay for the time prescribed for the notice of motion will cause injury, or render the relief sought ineffectual.

Such exigency must also be stated in the order as ground for shortening the notice, and if on the hearing it appears that there was no such ground the order may be discharged.

Such order must be accompanied by notice of motion setting forth the grounds on which the relief asked is sought, and substantially in the ordinary form of such notices, except that the time of hearing, if mentioned in the notice otherwise than by reference to the order, shall be the time fixed by the order, the only scope of the order in such case being to shorten and fix the time for hearing the motion.

## 22.

**Pleadings.** (a) In all cases where application is made for leave to amend a pleading or to answer or reply after the time limited by statute, or to open a judgment and for leave to answer and defend, such application shall be accompanied with a copy of the proposed amendment, answer or reply, as the case may be, and an affidavit of merits and be served on the opposite party.

(b) In an affidavit of merits made by the party the affiant shall state that he has fully and fairly stated the facts in the case to his counsel, and that he has a good and substantial defense or cause of action on the merits, as he is advised by his counsel after such statement and verily believes true; and he shall also give the name and place of residence of such counsel.

When the application is for leave to amend or plead after expiration of the time limited by statute, an affidavit shall also be made by counsel, who shall state therein that from the showing of the facts made to him by the party he verily believes that such party has a good and substantial defense or cause of action on the merits.

(c) When a demurrer is overruled with leave to answer or reply, the party demurring shall have twenty days after notice of the order, if no time is specified therein, to file and serve an answer or reply, as the case may be.

(d) Different causes of action, defenses, counter-claims and distinct matters alleged in reply, shall be separately stated and plainly numbered. All pleadings not conforming to this rule may be stricken out on motion.

## 23.

**Receivers.** (a) All actions or proceedings for the sequestration of the property of corporations or for the appointment of receivers thereof, except actions or proceedings instituted by the Attorney General in behalf of the state, shall be instituted in the county in which the principal place of business of said corporation is situated; provided, that if the action is not instituted in the proper county, for the convenience of witnesses and to promote the ends of justice the venue may be changed by order of court.

(b) Receivers, trustees, guardians and others appointed by the court to aid in the administration of justice shall be wholly impartial and indifferent to all parties in interest, and selected with a view solely to their character and fitness. Except by consent of all parties interested, or where it clearly appears that prejudice will otherwise result, no person who is or has been during the preceding year a stockholder, director or officer of a corporation shall be appointed as receiver for such corporation. Receivers shall be appointed only upon notice to interested parties, such notice to be given in the manner ordered by the court; but if it shall be clearly shown that an emergency exists requiring the immediate appoint-

ment of a temporary receiver, such appointment may be made ex parte.

(c) Every receiver after his appointment shall give a bond to be approved by the court in such sum and conditioned as the court shall direct, and shall make and file with the clerk an inventory and estimated valuation of the assets of the estate in his hands; and, unless otherwise ordered, appraisers shall then be appointed and their compensation fixed by order of the court.

(d) Claims of creditors of corporations, the subject of sequestration or receivership proceedings, shall be duly verified and filed in the office of the clerk of the court. The court, by order, shall fix the time for presentation, examination and adjustment of claims and the time for objecting thereto, and the order shall be published as therein directed. Written objection to the allowance of any claim may be made by any party to the proceedings by serving a copy of such objection upon the claimant or his attorney. Where no objection is made within the time fixed by said order, the claim may stand admitted and be allowed without proof. Issues of law and fact shall be tried as in other cases.

(e) Every receiver shall file an annual inventory and report showing the condition of the estate in his hands and a summary of his proceedings to date. The clerk shall keep a list of receiverships and notify each receiver and the court when such reports are due.

(f) When an attorney has been appointed receiver, no attorney for such receiver shall be employed except upon the order of the court, which shall be granted only upon the petition of the receiver, stating the name of counsel whom he wishes to employ and showing the necessity for such employment.

(g) No receiver shall employ more than one counsel, except under special circumstances requiring the employment of additional counsel; and in such cases only after an order of the court made on a petition showing such circumstances, and on notice to the party or person on whose behalf or application the receiver was appointed. No allowance shall be made to any receiver for expenses paid or incurred in violation of this rule.

(h) No receiver or other trustee appointed by the court, nor any attorney acting for such receiver or trustee, shall withdraw or use any trust funds to apply on his compensation for services except on written order of court, duly made after such notice as the court may direct, and filed in the proceeding.

(i) All applications for the allowance of fees to receivers and their attorneys shall be accompanied by an itemized statement of the services performed and the amount charged for each item shown.

Compensation of receivers and their attorneys shall be allowed only upon the order of the court after such notice to creditors and others interested as the court shall direct, of the amounts claimed, as compensation and of the time and place of hearing the application for their allowance.

(j) Every receiver shall take a receipt for all disbursements made by him in excess of one dollar, shall file the same with his final account, and shall recite such filing in his verified petition for the allowance of such account.

(a). Inclusion in complaint of a request for appointment of a receiver for one of three defendants does not affect right of other defendants to have venue changed. *State v. District Court, 192M541, 257NW277. See Dun. Dig. 10125.*

## 24.

**Restraining Order—Bond.** Before any restraining order shall be issued, except in aid of writs of execution or replevin, or in actions for divorce, the applicant shall give a bond in the penal sum of at least \$250, executed by him or by some person for him as a principal, approved by the court and conditioned for the payment to the party restrained of

such damages as he shall sustain by reason of the order, if the court finally decides that the applicant was not entitled thereto.

25.

**Service—Admission of Attorney.** Written admission of service by the attorney of record in any action or proceeding shall be sufficient proof of service, except in case of service of summons, or of an order in contempt proceedings.

26.

**Stay.** Upon the filing of a verdict or of a decision if the trial be by the court or referee, the court or referee may order a stay of all proceedings for not to exceed forty days, which stay may be extended only upon notice and showing made that a transcript of the testimony was ordered from the court reporter within a reasonable time after the filing of the verdict or decision.

27.

**Trials.** (a) The presiding judge shall examine jurors in civil cases; his examination to be followed by such further inquiry by counsel as the judge may deem proper.

(b) In civil cases called for trial by jury the court may and at the request of any party to the action shall direct the clerk to draw eighteen names from the jury box in the first instance, and the said eighteen shall then be examined as to their qualifications to sit as jurors in the action; and if any of them be excused another shall be called in his place until there shall be eighteen jurors in the box qualified to sit in the action; and the parties shall have the right to exercise their peremptory challenges as to these eighteen. When the peremptory challenges have been exercised, of those remaining the twelve first called into the jury box shall constitute the jury. In appropriate cases this rule may be modified in accordance with section 9294, Mason's Statutes 1927.

(c) Counsel on each side, in opening his case to the jury shall confine himself to stating the facts which he proposes to prove.

(d) On the trial of actions but one counsel on each side shall examine or cross-examine a witness, and one counsel only on each side shall sum up the case to the jury, unless the judge shall otherwise order.

(e) In criminal trials involving sex offenses or in which the evidence is likely to be of a scandalous nature the court may, with the consent of the defendant, exclude the general public from the courtroom.

(f) Exceptions to remarks by counsel either in the opening statement to the jury or in the closing argument shall be taken while such statement or argument is in progress unless the same is being taken down in full by the court reporter, in which case exceptions taken at the close of the statement or argument shall be deemed seasonable. (As amended July 5-6, 1932, June 1933).

(f.) Subdivision permits objections to language of closing arguments to be seasonably taken at close thereof where

such arguments are reported. *Jovaag v. O.*, 189M315, 249 NW676.

Provision requiring party requesting reporting of argument to pay reporter therefor is invalid. *Id.* See *Dun. Dig.* 2773.

Objections to argument of counsel, taken after jury has retired, are not timely, and will not be reviewed on appeal. *Eilola v. O.*, 201M77, 275NW408. See *Dun. Dig.* 9800.

28.

**Trustees—Annual Account.** Every trustee subject to the jurisdiction of the district court shall file an annual account, duly verified, of his trusteeship. Such account shall contain an itemized statement of all trust property in the hands or under the control of the trustee since the beginning of the trusteeship or since the time of last settlement; also a statement of all expenditures and investments and a statement in detail of what remains in the hands or under the control of the trustee, with the estimated value of each item thereof. There shall also be filed proof of mailing of such account or of the service thereof upon all beneficiaries or their natural or legal guardians.

The clerk shall keep a list of trusteeships and notify each trustee and the court when such annual accounts are overdue for more than 90 days.

Hearings upon annual accounts may be ordered upon the request of any interested party.

Upon the filing of a final account, the court shall fix a time and place for the hearing and auditing thereof, and notice of such hearing shall be given to all interested parties as the court shall direct.

District court has power, with jurisdiction in personam of trustees and beneficiaries, to settle by order annual accounts of trustees and to direct disposition of trust property. Such orders are in essence judgments, binding as such upon parties and rendering their subject-matter res judicata. That such a judgment is based upon consent of beneficiaries does not lessen its force or effect as a judgment. *Melgaard's Will*, 200M493, 274NW641. See *Dun. Dig.* 9893.

29.

**Venue—Change.** A change of venue shall not be granted under the provisions of section 9216, Mason's Statutes 1927, unless the party applying therefor uses due diligence to procure the same within a reasonable time after issue has been joined in the action and the ground for the change has come to the knowledge of the applicant. Nor shall a change be granted where the other party will lose the benefit of a term, unless the party asking for such change shall move therefor at the earliest reasonable opportunity after issue has been joined and he has information of the ground of such change.

Court did not abuse its discretion in denying motion for change of venue for convenience of witnesses where motion was not prepared until more than a month after serving of answer and was not served until seven weeks after answer. *State v. District Court*, 202M519, 279NW 269. See *Dun. Dig.* 10127.

45. (Old)

**Receivers—Trustees—Guardians — Qualifications** (Mason's 1927 Statutes).

District court has power to appoint receivers ex parte in cases of extreme emergency. *State v. District Court*, 204M415, 283NW738. See *Dun. Dig.* 8249.

## Part II. Registration of Land Titles

### Proceedings for Initial Registration

1.

**Application—Indorsements.** Applications, approved as to form by the examiner, shall be presented in duplicate. There shall be indorsed thereon the name and address of the applicant's attorney, or of the applicant if he appears in person.

2.

**Abstracts of Title.** The abstract when filed shall show the record of the patent or other conveyance from the United States, the record of the certified copy of the application, and all judgments, federal and state, taxes, assessments and tax sales.

3.

**Title Based upon an Adjudication Not Final, or upon Estoppel.** When the title of the applicant or the release or discharge of any incumbrance thereon is based upon an adjudication not final, or upon estoppel, and there remains a right of appeal or contest, all parties having such right of appeal or contest shall be made parties defendant.

4.

**Title Derived Through Decree or Adjudicated Tax Sale.** Title based upon a judgment or decree of court in an action, or upon an adjudicated tax or local assessment sale, shall be registered only after the expiration of six months from the date of the judgment or decree; but this shall not apply to cases where in the action in which the judgment or decree was entered, or in the proceeding to register the title, the summons was served personally upon the parties who could alienate the fee title.

5.

**Examiner's Report—Petition and Order for Summons.** The examiner's report shall specify the names of all parties he deems necessary parties defendant. Petitions for summons shall set forth such names and the names of such other parties as the applicant deems to be necessary, and the names, if known to the applicant, or ascertainable by him upon reasonable inquiry, or the successor in interest of such persons known to the applicant to be deceased. Where the place of residence of a defendant is unknown to the applicant the petition shall so recite and shall set out the facts relating to the search for such defendant by the applicant.

6.

**Papers to Be Filed—Effect of Notice and Appearance.** If a defendant, in addition to appearing or filing his answer, as by statute required, shall serve a copy thereof upon the applicant or his attorney, he shall be entitled to notice of all subsequent proceedings.

7.

**Affidavit of No Answer and Clerk's Certificate of Default.** The default of defendants who fail to appear and answer shall be shown by the certificate of the clerk entitled and filed in the action, and by the affidavit of the applicant's attorney, if he appears by attorney; otherwise by the applicant's affidavit.

8.

**Hearings in Default Cases—Filing Note of Issue and Papers.** Initial applications, where no issue has been joined, shall be heard by the court at any special term, unless by local rules adopted for any particular county or district, or by special order, other days have been designated for such hearings; or they may be heard by an examiner, to whom the matter has been specially referred, as referee. In counties where the examiner checks the proceedings in ad-

vance of the hearings, the note of issue and all papers necessary to complete the files shall be filed; and all documentary evidence proposed to be used by the applicant or petitioner shall be delivered to the examiner at least three days before the hearing, together with the proposed order for judgment and decree.

9.

**Issues Raised by Answer—Reply.** All facts alleged in an answer, which are not in accordance with the allegations of the application, shall be considered at issue without reply by the applicant. But if the answer sets up rights admitted in the application, or in a reply of the applicant, the hearing may proceed as in case of a default, and the registration shall be subject to such rights.

10.

**Trial of Contested Issues.** In all cases where the answer raises an issue which is undisposed of by stipulation or otherwise, the matter shall be noted for trial at the general term. The procedure and the method of determination shall be the same as in the trial of similar issues in civil actions or proceedings.

11.

**Interlocutory Decree Establishing Boundaries.** When the applicant seeks to fix and establish the boundary lines of the land, he shall have the premises surveyed by a competent surveyor and shall cause to be filed in the proceeding a plat of the survey showing the correct boundaries of the premises. He shall furnish the examiner with such abstracts of title of adjoining lands as the latter shall require in determining the necessary parties defendant in the fixing and establishing of such boundaries. The hearing upon such application may be separate from or in connection with the hearing upon the application to register, but before any final adjudication of registration, the court by order shall fix and establish such boundaries and direct the establishment of "judicial landmarks" in the manner provided by section 9592, Mason's Statutes 1927. In the decree of registration thereafter entered, and in certificates of title thereafter issued, the description of the land shall contain appropriate reference to such "judicial landmarks."

12.

**Protection of Interests Acquired Pendente Lite—Provision for Immediate Registration after Hearing.** At the time of the hearing of the application for judgment the applicant shall satisfy the court by continuation of abstract and other proper proof, of changes, if any, in the title, or in the incumbrances thereon arising since the filing of the application. When the decree is signed, the applicant shall forthwith file the same with the clerk, together with a receipt of the registrar showing payment of all sums due him for the registration of the decree, and the issuance of a certificate of title in pursuance to said decree, and thereupon the clerk shall certify a copy of the decree and file the same for registration with the registrar.

### Proceedings Subsequent to Initial Registration

13.

**Title of Proceedings.** Proceedings subsequent to the initial registration under sections 8290, 8291, 8304, 8305, 8307, 8313, as amended by chapter 112, section 5, Laws 1927, 8314, 8315, 8316, 8317 and 8319, Mason's Statutes 1927, shall be commenced by filing with the clerk a verified petition by a party in interest, which shall be entitled:

"In the Matter of the Petition of \_\_\_\_\_ in relation to [description of property] registered in Certificate of Title No. \_\_\_\_\_ for (relief sought)."

The petition shall allege the facts justifying the relief sought, the names of all interested parties as shown by the certificate of title, and their interests therein.

14.

**Trial and Hearing.** In proceedings where no notice is required and in proceedings where the required process or notice has been served and the time for appearance has expired without any issue having been raised, the proceedings shall be noted for trial

and heard the same as in proceedings upon default for initial registration. Issues raised in these proceedings shall be noted for trial and disposed of the same as similar issues in other civil proceedings.

15.

**New Certificates, Amendments, etc.** In proceedings under sections 8291, 8304, 8305, 8307, 8313, 8314, 8315, 8316, 8317 and 8319, Mason's Statutes 1927, the petition for relief, duly verified, before being presented, shall be approved as to form by the examiner of titles. The examiner shall make such examination as to the truth of the allegations contained in the petition as to him may seem necessary, or as directed by the court. In all cases where notice is necessary and the manner thereof is not prescribed by statute, it shall be by an order to show cause, which shall designate the respondents, the manner of service, and the time within which service shall be

made. Any final order or decree directed in such proceeding shall be approved before presentation to the court.

16.

**New Duplicate Certificate.** Every petition for a new duplicate certificate shall be filed with the clerk and show by a receipt of the registrar of titles indorsed thereon that a duplicate of such petition has been delivered to him. Thereupon the court shall issue a citation addressed "to whom it may concern," fixing a time and place of hearing and prescribing the mode of service. No order shall be made for a new duplicate except upon hearing and due proof that the duplicate theretofore issued has been lost or destroyed, or cannot be produced. If it shall appear at the hearing that there are any known parties in interest to whom notice should be given, the hearing shall be continued and an order entered accordingly.

Adopted July 10, 1928.

**SPECIAL RULES APPLICABLE TO PARTICULAR DISTRICTS**

**FIRST JUDICIAL DISTRICT**

(Goodhue and Dakota Counties)

Special terms are held in Dakota county on the first and third Saturdays of each month except the months of July and August; and in Goodhue county on the first and third Tuesdays of each month except the months of July and August. During July and August special matters are heard in both counties on dates set by the court.

**SECOND JUDICIAL DISTRICT**

(Special Rules of Court, Revised and Amended, Effective August 31, 1928)

**RULE 1.**

**Resetting of Cases.** (Same as Rule 7, p. 2133 Mason's Minn. Stat.)

**RULE 2.**

**Setting of Cases for Trial by Court.** The clerk of court shall set for trial all causes triable by the court without a jury. Such causes shall be set in the order of the time of the filing of the notes of issue and in accordance with the requirements of section 9289, G. S. 1923, and Mason's Statutes.

**RULE 3.**

**Criminal Cases—Transcript in Narrative Form—No Charge against County for Transcripts Furnished Counsel.** (Same as Rule 9, pp. 2133, 2134 Mason's Minn. Stat.)

**RULE 4.**

**Divorce Cases—Default—Setting.** Divorce cases in which the time for answering has expired and default has been made and in which the summons and complaint with proof of service have been filed, with the clerk, shall upon filing a note of issue containing the title of the cause, a statement of the foregoing facts and the address of counsel, be placed upon the court calendar in their order and set for trial for Monday of each week, but at a time not earlier than thirty days after the filing of the note of issue.

**RULE 5.**

**Exhibits.** (a) **Custody.** Unless otherwise directed by the court, the exhibits used upon the trial of causes shall be placed in the custody of the court reporter.

When a jury agrees upon a verdict and the verdict is sealed, the bailiff in charge shall before the jury separates take possession of the exhibits sent out with the jury, and immediately upon the reception of the verdict by the court he shall deliver them to the reporter; in case the verdict is not sealed, the bailiff immediately upon the reception of the verdict shall take possession of the exhibits and deliver them to the reporter.

(b) **Disposition.** At the expiration of a period of six months from and after the final determination of any cause tried in said court, the court reporter shall in writing and by mail, notify and require attorneys who have engaged in such cause forthwith to remove from his office and custody, and from the custody of the court, any exhibits (not a part of the permanent record) offered in such cause by and on behalf of and belonging to the parties for whom they have appeared respectively therein; and unless such exhibits are so removed within thirty days from and after such giving of such notice, the court reporter may and shall destroy or otherwise dispose of them, as he may see fit.

All exhibits offered in any cause tried in this court shall be offered and received conditionally and subject to the right of destruction or other disposition, in accordance with the terms of this rule.

**RULE 6.**

**Juvenile Court—Woman Assistant—Probation Officer—Referee—Duties.** (Same as Rule 15, p. 2134 Mason's Minn. Stat.)

**RULE 7.**

**Naturalization—Hearings.** The following days are hereby fixed as the stated days on which final action shall be had upon all petitions for naturalization:

The third Wednesday of each month (except July, August and September), in each odd-numbered year.

The third Wednesday in each of the months of January, February, March, May, June, November and December, and the last Wednesday in the month of July in each even-numbered year.

Whenever any of such stated days falls on a legal holiday, such final action shall be had on the following day. The date of hearing may be changed by order of court. In no case shall final action be had upon such petitions until at least ninety days have elapsed after filing and posting the notice of such petition. (As amended Sept. 28, 1928.)

**RULE 8.**

**Special Terms.** A special term of this court shall be held each Saturday that is not a legal holiday, at

ten o'clock in the forenoon, except during the months of July, August and September.

**RULE 9.**

**Trial—Time for Argument.** In the argument of any case, neither counsel will be allowed more than one hour.

**RULE 10.****REGISTRATION OF LAND TITLES**

(a) **Manner of Service.** Upon defendants residing or found within the state, the summons shall be served by the sheriff of the county wherein the defendants reside or are found.

(b) **Summons—Manner of Service without the State.** When the sheriff has duly returned that the defendant cannot be found within his county, the applicant shall cause the summons to be personally served on said defendant without the state, if such personal service is practicable. Such service and proof thereof shall be made in the manner and as provided by statute for service of a summons upon defendants within the state, and such service without the state shall be in addition to the service by publication and mailing required by law. When personal service is impracticable, as made to appear to the satisfaction of the court by the affidavit of the applicant or his attorney showing the facts in that regard, the court by order may dispense with such personal service.

(c) **Decrees Shall Specify Liens for Tax or Local Assessments.** Decrees in registration proceedings by which the title of the applicant to such land is adjudged to be subject to certain liens arising from tax or local assessment sales shall specify such liens. The decree shall provide that upon the filing with the registrar of the official receipt showing the redemption from or payment of any such lien or liens, the registrar shall cancel the memorial or memorials thereof.

(d) **Storing Duplicate Certificates.** The registrar is authorized to place in storage in a suitable place in the court house at St. Paul, Minnesota, all duplicate certificates of title which have been canceled five years or more.

(e) **Hearings—Note of Issue—Filing Papers.** Initial applications and proceedings subsequent to the initial application where no issue has been raised, shall be heard by the court at special term. All such matters shall be upon a special calendar, which shall be called at ten o'clock in the morning. In the months of July, August and September such hearings shall be had at such times as the court may determine. During the term time, notes of issue and all necessary moving papers shall be filed at least three days before the hearing. The examiner shall attend and participate in all hearings. He shall advise the court and approve all orders and decrees as requested.

**RULE 11.**

**Assignment Clerk.** (Same as former Rule 33, pp. 2136, 2137 Mason's Minn. Stat.)

**NEW RULE.**

No judge of this court will sign an order authorizing the withdrawal of funds obtained in settlement of a claim for personal injuries to a minor and deposited pursuant to an order of the Court, prior to the date on which said minor becomes of legal age. (Adopted Nov. 12, 1938.)

**THIRD JUDICIAL DISTRICT**

(Houston, Olmsted, Wabasha and Winona Counties)

Special terms are held in Olmsted county on the second Monday in September and March; and in Wabasha county on the second Monday in February and July.

Winona and Houston counties have no fixed special term days.

**FOURTH JUDICIAL DISTRICT**

(Revised and Amended, Effective October 1, 1928, and Further Amended as indicated in the rules.)

**RULE 1.**

**Filing of Pleadings.** In all cases the party filing a note of issue shall at the same time file such of his pleadings and other papers as have been served by him in the cause and have not been theretofore filed. All parties to the cause shall file their pleadings and other papers served by them before the date of trial, and not later than five days after receipt of notice of such date. For failure to observe this rule, the clerk shall assess one dollar as special costs against each delinquent party. This rule, as amended, shall become effective February 1, 1940. (Amended January 5, 1940.)

**RULE 2.**

**Setting of Cases.** (Same as Rule 7, p. 2129 Mason's Minn. Stat.), 148M410, 182NW523.

**RULE 3.**

**Resetting of Cases.** (Same as Rule 9, p. 2130 Mason's Minn. Stat.)

**RULE 4.**

**Special Term.** Special terms shall be held every Saturday (except on holidays), at 10 o'clock in the forenoon, but matters ordinarily returnable at special term may be noticed for hearing on any court day before the judge in chambers. The preliminary call of the calendar will be followed at once by the peremptory call, at which hearing will be had and causes finally disposed of as reached. No hearing will be set down for the afternoon, nor continued beyond the morning session, unless for urgent reasons. Only causes properly on the calendar when the court opens will be heard, unless they have been omitted by mistake or inadvertence of the clerk. All pleadings, orders, notices, affidavits and other papers proper to be filed must be, to entitle them to be read, filed with the clerk before the day on which the special term is held, unless for some reason other than neglect, the paper could not have been sooner filed, or unless the occasion for the use of the paper arises at the hearing from some cause not previously apparent. The strict enforcement of the provisions of this rule may be relaxed in favor of attorneys from other counties.

**RULE 5.**

**Assignment of Cases.** (a) The clerk shall assign a duly appointed deputy clerk from his office who shall be designated as the assignment clerk and he shall act under the general instructions of the Judge presiding in Chambers in connection with the assignment of civil cases to the several Judges for trial. (Amended Oct. 17, 1928; Jan. 3, 1938.)

(b) It shall be the duty of the assignment clerk to set for trial each day that the court is in session a sufficient number of cases to keep the courts occupied, and he shall mail to all attorneys postal cards notifying them as to the day their cases are set for trial, fifteen (15) days in advance. Attorneys so notified shall at once inform the clerk whether such case or cases are for trial, and unless so informed within five (5) days after the mailing of such notice it shall be deemed that the case has been settled or abandoned, and the clerk shall then omit it from the calendar and may substitute another case in lieu thereof. (Amended October 17, 1928.)

(c) The clerk shall also assign to each trial court room a deputy clerk who shall be in constant attendance during the sessions of the court, and whose first duty shall be the clerical details of and pertaining to the trial work. (Amended Oct. 17, 1928.)

(d) The clerk shall also assign deputy clerks to assist the assignment clerk in such number as from

time to time the work may require. (Amended Oct. 17, 1928.)

(e) In all cases where there is more than one attorney of record for a party, or where an attorney other than the attorney of record will try the case, the name of the attorney who will try the case for any such party shall be stated to the court at the time of the call of the calendar, unless the clerk has been previously notified, in writing, of the name of such attorney and, in either event, the name of such attorney shall be entered upon the records of the court. (Amended Oct. 17, 1928; Jan. 3, 1938.)

(f) Except as provided in subdivision (g) hereof, a case may be reset or continued only upon stipulation filed by 12 o'clock of the day prior to the date when said case is set for trial or upon application to the Judge in Chambers, as set forth in Rule 3, provided, however, that no such application shall be made later than the date when said case is set for trial and shall be based either upon notice of motion or order to show cause, stating the grounds for such application. If the Judge is satisfied that there is just cause for granting the application for the resetting or continuance, such application shall be decided forthwith by the Court. Not more than three resettings or continuances of any case shall be granted, except as provided in subdivision (g) herein or upon stipulation of the parties. (Amended Oct. 17, 1928; Jan. 3, 1938.)

(g) After a case has been assigned to a Judge for trial, an application for resetting or continuance may be based only on an emergency arising since the case was called on the calendar. Such motion or application shall be made immediately upon the discovery of such emergency and shall be heard and determined forthwith by the Judge in Chambers. (Amended Oct. 17, 1928; Jan. 3, 1938.)

(h) All cases reported ready for trial shall be placed on the active list, and shall be assigned by the Judge in Chambers to a court room for trial in the order in which they appear on such list. The assignment clerk shall notify the attorneys by telephone to report at once to the court to whom such case has been assigned. (Amended Oct. 17, 1928; Jan. 3, 1938.)

(i) Attorneys shall be required to keep the assignment clerk informed of their telephone number, and when they have cases on the active list they shall be required to hold themselves within telephone call of their offices, and report to the trial court within fifteen minutes after such notification in person or by representative. (Amended Oct. 17, 1928.)

(j) The time at which the assignment clerk has notified the attorneys shall be indicated on the records of the assignment clerk. (Amended Oct. 17, 1928.)

(k) Each case in its order shall be assigned by the Judge in Chambers to the first Judge available, and thereupon shall be tried, dismissed, or stricken, unless it is reset or continued because of an emergency arising since the case was called on the calendar.

No case shall be kept on the active list more than thirty (30) days after it has been called for trial on the calendar. It must be tried, dismissed, or stricken within said thirty (30) days.

Without any exception, save as herein specified, cases shall be assigned to the Judge trying civil cases who first reports to the assignment clerk that he is ready for a new case: Provided, however, that to fill time not otherwise occupied default cases may be assigned out of their regular order to any Judge on his request, such cases, however, always retaining their calendar order relative to each other; and provided further that the Judge having the juvenile court assignment may select cases of such probable length as not to interfere with his juvenile court work. (Amended Oct. 17, 1928; Jan. 3, 1938.)

(l) All pleadings must be on file in the office of the clerk of the district court, as provided in additional rule 1 of this court, before any case is assigned for trial under penalty of dismissal, continuance, strik-

ing from the calendar or such other terms as the court may see fit to impose. (Amended Oct. 17, 1928.)

(m) Cases will not be assigned when any attorney therein is actually engaged in another court. (Amended Oct. 17, 1928.)

(n) When an attorney who is going to try a case or cases on the active list is actually engaged in another court, he shall file a statement with the assignment clerk setting forth the court wherein he is engaged, and his said cases shall be held until he is released from the case in which he is then engaged. Immediately upon becoming released from such case the attorney shall notify the assignment clerk, who shall forthwith notify the Judge in Chambers, and such cases as are held shall then be assigned to a Judge for trial in regular order. (Amended Oct. 17, 1928; Jan. 3, 1938.)

(o) When a case is reached for trial and a jury is not available the assignment clerk may assign a court case. When juries are available, jury cases shall be given such preference as may be deemed expedient. (Amended Oct. 17, 1928.)

(p) When a case is assigned for trial it must be ready for immediate trial. All motions, demurrers or other proceedings as to pleadings shall be heard prior to the time of trial by the court in chambers. (Amended Oct. 17, 1928.)

(q) When a trial is for good reason interrupted and the case is to be returned to the assignment clerk, he shall make such record of its return and forthwith place such case again upon the calendar for trial, for such date as the court may direct. (Amended Oct. 17, 1928.)

(r) When the parties to any suit which has reached the active list have settled or dismissed the same, the attorneys shall at once notify the assignment clerk and cause an entry of such settlement or dismissal to be made and entered upon the records. Failure to comply with this rule may be treated as a contempt of court. (Amended Oct. 17, 1928.)

#### RULE 6.

**Adoption Matters.** Adoption matters shall be referred to and heard by the judge of the juvenile court.

#### RULE 7.

**Defaults.** (a) Divorce cases, in which the time for answering has expired, and default has been made, and in which the summons and complaint, with proof of service thereof, have been filed with the clerk, shall, upon filing with the clerk a note of issue, containing the title of the cause, a statement of the foregoing requisites, and the address of counsel, be placed upon the calendar and set for trial as provided for in Rule 2.

(b) All causes, other than divorce and tax cases, requiring the taking of testimony, in which the time for answering has expired and default has been made, and in which the summons and complaint, with proof of service, have been filed with the clerk, shall, upon filing with the clerk a note of issue containing the title of the cause, a statement of the foregoing requisites, and the address of counsel, be placed upon a special calendar and set for trial at chambers or special term for such date as may be specified by the party filing the note of issue.

#### RULE 8.

**Clerk's Fee.** All clerk and trial fees must be paid before the jury is sworn.

#### RULE 9.

**Exhibits.** All exhibits offered in evidence shall be placed in the custody of the clerk of the court who shall be responsible for their care and production and delivery to the party to whom the same may belong for a period of 48 hours following a verdict in cases of trial by jury or rendition of decision by the court without a jury. After the expiration of said 48 hours

the care and responsibility for such exhibits shall be upon the parties themselves. Upon surrendering the custody of any such exhibits, the clerk shall take a receipt therefor from the party to whom delivered.

Exhibits in criminal cases shall be kept by the clerk for six months after verdict of the jury, unless surrender of same shall be directed by written order of the judge before whom the case was tried. (Amended May 13, 1932.)

**RULE 10.**

**Findings in Divorce Cases.** In divorce cases, upon signing the findings the judge so signing shall deliver the same to the clerk for filing.

**RULE 11.**

**Expert Witness Fees.** In taxation of costs in all civil cases a fee not exceeding \$10 per day may be allowed for expert witnesses except under special circumstances such fee may be increased, but not to exceed \$25 per day.

In criminal cases a fee not exceeding \$25 per day may be allowed for expert witnesses; provided that under special circumstances such fee may be increased, but not to exceed \$50 per day. (Amended Dec. 8, 1939.)

There was no abuse of discretion in allowing certain attorneys, testifying as expert witnesses, \$25 a day, when others were allowed only \$10. *Senneka v. E.*, 199M345, 271NW813. See Dun. Dig. 10361.

**RULE 12.**

**Fees in Condemnation Proceedings.** Each commissioner in condemnation proceedings shall be allowed a fee not to exceed the sum of \$15 per day.

**RULE 13.**

**Orders in Supplementary Proceedings.** Orders in supplementary proceedings shall provide that in the examination of the judgment debtor the referee shall not grant more than two continuances.

**RULE 14.**

**Receivers and Trustees.** (a) All applications for allowance of fees to assignees, receivers and attorneys, which allowance is asked to be made from the funds of any insolvent estate or estate in the hands of any receiver for settlement, shall be heard by the full bench or a division thereof, consisting of at least three judges, on the last Saturday of each month. Four copies of the account shall be delivered to the clerk together with the application.

(b) In any case where an order for compensation to a receiver, or attorneys, would appear necessary or expedient, in the exercise of sound discretion, for the preservation of the estate, pending the next full bench meeting when the matter may be presented, the judge to whom the application is made, may, by written order, make such interim allowance.

(c) In receivership matters all interlocutory motions and orders shall be referred to and considered by the judge who appointed the receiver in the first instance.

(d) Every receiver or trustee in submitting his final account shall disclose to the court as a part thereof the status of the property of the estate as to unpaid or delinquent taxes, both personal and real, and the same shall be paid by him to the extent that the funds in his hands permit over and above the costs and expenses of the receivership and debts due to the United States. (Amended Feb. 7, 1936.)

**RULE 15.**

**Dismissal—Restatement of Bail—Criminal Cases.**

(a) Motions to dismiss or nolle criminal cases in which there has been a mistrial or in which a new trial has been granted shall be made before the judge who presided at the former trial.

(b) Motions to reinstate defaulted bail shall be made before the judge who ordered the default.

**RULE 16.**

**Probation Rule.** In all cases where persons are placed on probation after conviction for crime, such persons shall not be permitted to leave the state of Minnesota without express leave of the court, and leave shall in no case be granted within six (6) months after date of conviction.

**RULE 17.**

**Jury Service.** (a) Applications for excuse from jury duty shall be made or referred to the judge to whom the juror has been ordered to report.

(b) No petit juror shall be required to serve more than once in two years, and where it appears that any petit juror is summoned for jury service after having served as a petit juror the year previous he shall be forthwith excused.

**REGISTRATION OF LAND TITLES RULES**

(a) **Manner of Service—Defendants within the State.** Upon defendants residing or found within the state, the summons shall be served as in the manner provided for service in other civil actions except that, whenever practicable, the service shall be made by personally handing to and leaving with the defendant a true copy thereof.

(b) **Manner of Service—Nonresident Defendants.** The recitals of the order for summons, to the effect that a defendant's address is outside the state or that his address is unknown shall constitute prima facie evidence that said defendant is not a resident of the state and cannot be found therein, and service shall be made accordingly as provided by statute for service upon non-residents, except as to any such defendants upon whom personal service is secured within the state.

(c) **Liens for Tax or Local Assessment Sales.** Decree in either initial or subsequent proceedings in which the title of the applicant is adjudged to be subject to certain liens arising from tax or local assessment sales shall specify such liens and shall provide that upon the filing with the registrar of the official receipt showing redemption from or payment of any such lien or liens, the registrar shall cancel the memorial or memorials thereof. And whenever the auditor's certificate upon any deed thereafter presented for registration shall show taxes to have been "paid by sale," any registration shall be made subject to the sale or sales outstanding against the premises conveyed. The registrar shall note upon any residue certificate a statement that the premises therein described are subject to any taxes which may have accrued subsequent to the date of the original registration.

(d) **Hearings.** All hearings where no issue has been joined shall be had before the court at special term thereof on Wednesday of each week, and note of issue, together with all other papers relating to such registration, shall be filed with the clerk on or before the preceding Monday. In all cases where an answer is filed and not otherwise disposed of by order of the court, notice of trial shall be served and note of issue filed for the general term of court as in civil actions.

(e) **Cases in Which the Registrar May Act without Special Order of Court.** In the following cases the special order of court need not be required unless it shall be requested by the registrar or examiner:

When the inchoate interest of a spouse of the registered owner has been terminated by death, the registrar may receive and enter as a memorial a duly certified copy of the official death certificate and an affidavit of identity of such deceased spouse; and in case such deceased spouse is a joint tenant, the registrar may issue a new certificate to the survivor or survivors in joint tenancy.

When the registered owner has married since the issuance of the certificate, the registrar may receive

and enter as a memorial a duly certified copy of the marriage license and return.

**RULE 18.**

**Criminal Procedure.** 1. Every person in custody charged with crime shall be arraigned in District Court within forty-eight hours after the filing of the information or indictment against him.

2. When juries are in attendance, the trial of every person charged with crime shall be set for not later than eight days after arraignment.

3. No case on the calendar for trial shall be continued except upon an order of the court, based on an affidavit showing substantial cause.

4. All cases shall be tried in the order in which they stand on the calendar, except for good cause shown.

5. When upon a trial the jury disagrees, the case, unless otherwise disposed of, shall be reset for trial not more than fourteen days after such disagreement.

6. When a bail bond has been defaulted it shall not be reinstated without personal appearance of the defendant within ten days, unless it is shown by affidavit that the defendant had a sufficient excuse for his non-appearance, and the court is satisfied that the state has not been deprived of material evidence by reason of the delay.

7. Except for the formal approval of bail bonds, orders in pending criminal cases shall be made only by the judge in charge of the criminal calendar. (Adopted December 19, 1930.)

**RULE 19.**

**Moratorium Cases.** In moratorium cases applications to determine default or waste shall not be heard or granted except upon due notice of motion or order to show cause. (Adopted Jan. 27, 1936.)

**RULE 20.**

**Actions on Behalf of Minors—Settlement.** Where Rule 3 (a) (1) of the general rules of the District Court of Minnesota, as amended in 1932, refers to actions brought on behalf of a minor or to actions brought by a parent or guardian, it shall also be understood as applying to claims made on behalf of a minor and to claims made by a parent or guardian where no action has been commenced. In any proceeding for a settlement of a minor's claim, the petition shall be filed before an order is made, and the order made therein shall be filed forthwith. (Adopted 1936.)

**RULE 21.**

**Notice.** Before service of notice shall be made pursuant to Section 9240 or Section 5694, Mason's Minnesota Statutes, on the Clerk of Court or by mail, the relevant facts must be shown by affidavit and an order of Court procured and filed authorizing such service. (Adopted November 20, 1936.)

**RULE 22.**

**Preliminary Examination of Veniremen.** (a) A questionnaire in the form provided in paragraph (d) hereof shall be delivered to each venireman with his summons for jury service.

(b) These questionnaires when executed and returned shall be delivered forthwith by the Clerk to the judge to whom the veniremen are required to report, who will promptly examine them, and whenever a statutory disqualification appears will notify the venireman that he is excused from jury service.

(c) When a juror is drawn and examined on his voir dire, his executed questionnaire shall be in the hands of the judge for inspection by counsel on either side.

(d) The questionnaire shall be in the following form:

**QUESTIONNAIRE FOR PETIT JURORS**

- Q. What is your name? (Print plainly) A.....
- Q. When and where were you born? A.....  
(Give exact date)
- Q. Where do you now live? A..... Tel.....  
(Give street address, if any)
- Q. Are you a citizen of the United States? A.....
- Q. What is your occupation, trade or profession? A.....
- Q. If employed, state name of employer. A.....
- Q. Are you single, married, widowed or divorced? A.....
- Q. If married, what is your spouse's occupation or profession? A.....
- Q. Are you now a qualified voter in this State? A.....
- Q. How long have you lived in Hennepin County? A.....
- Q. Have you made or has there been made in your behalf any application to be selected and returned as a juror? A.....
- Q. Have you ever been convicted of a felony? A...
- Q. If so, have your civil rights been restored? A...
- Q. Are you now under indictment in any court? A.....
- Q. Have you defects in your hearing? A.....
- Q. Have you any defects in your vision? A.....
- Q. When were you last a juror and in what Court? A.....
- Q. Have you ever been discharged (not excused) from Jury service? A.....
- Q. If so, for what cause? A.....

Subscribed and sworn to before me this..... day of..... Sign here  
19.....  
Adopted May 27, 1937.

**FIFTH JUDICIAL DISTRICT**

(Dodge, Rice, Steele and Waseca Counties)

**SPECIAL RULES RELATIVE TO "BANK TRUSTS"**

**RULE 1.**

**Petitions.** Petitions for appointment of liquidating agents shall be made by the bank involved or one of its officers setting forth the aggregate amount of the assets of the trust, the number of depositors or creditors interested, the resolution of the Board of Directors of the bank, the action of the depositors and creditors assenting thereto, the approval of the Commissioner of Banks or the Controller of the Currency, as the case may be, together with such other facts as may be pertinent. Notice of hearing on the petition shall be given by publication as required by law.

**RULE 2.**

**Qualification of liquidating agent.** Before entering upon his duties the liquidating agent shall file in the office of the Clerk of the District Court of the county wherein the bank is located the order of the court appointing him, an oath of office together with a bond, in such sum as the court may fix, approved by the court, conditioned for the faithful discharge of his duties.

**RULE 3.**

**Depositors Committee.** The liquidating agent shall immediately call a meeting of the depositors and creditors who may be beneficiaries of the trust for the purpose of electing from their number a depositor's committee of not less than three or more than seven members authorized to act for them as to all matters pertaining to the trust. A certified copy of the resolution naming such committee shall be filed in the office of the clerk. In case of failure to appoint such committee within thirty days after the appointment of the liquidating agent the court shall make the appointment by order filed with the clerk.

**RULE 4.**

**Agent to accept service.** The depositor's committee shall promptly designate some person residing in the district to accept service of all notices, pertaining to the trust and shall file with the clerk such nomination, giving the name and address of the agent.

**RULE 5.**

**Designation of newspaper.** At the time of filing the original petition the court shall by order designate a newspaper printed and published in the county wherein the bank is located in which shall be published all notices or orders pertaining to the trust which the court shall require to be published.

**RULE 6.**

**List of depositors and creditors.** As soon as practical after the appointment of the liquidating agent he shall file with the clerk a certified list of the depositors and creditors who are beneficiaries of the trust, giving the name and address of each.

**RULE 7.**

**Inventory.** He shall also file with the clerk of certified inventory of all of the assets of the trust, giving a complete description of such assets and, in case of notes, bonds or other like instruments, stating the security therefor, the maturity date thereof and whether they are in default.

**RULE 8.**

**Service of orders.** Upon the filing of any petition pertaining to a bank trust the court shall make its order briefly stating the purpose of the petition, fixing a time and place for hearing the same, requiring at least ten days notice of such hearing by service of the petition and order upon the agent of the depositors committee, by publication of the order or require such other and further service as may be justified. Provided, that if the court deems it proper it may fix the date of hearing within a shorter period or dispense with notice.

**RULE 9.**

**Compounding Claims.** In case the liquidating agent shall desire to compromise or compound any claim which is an asset of the trust or to sell or otherwise dispose of any of the real or personal property belonging to it he shall apply to the court by petition setting forth a description of the asset involved and the reason for his proposed action; thereupon the court may in its discretion make its order as provided for in Rule 8.

**RULE 10.**

**Payment of dividends and expenses.** All payments of dividends, allowance of claims for services or expenses of the trustee, his attorney or other persons shall be heard only upon petition and notice given as provided in Rule 8.

**RULE 11.**

**Substitution of assets.** Assets shall not be exchanged between the trust fund and the reorganized bank or money paid out of trust fund to the reorganized bank by the liquidating agent without first obtaining the order of the court granted upon such notice as may be directed.

**RULE 12.**

**Filing Reports.** The liquidating agent shall at the end of each period of six months from the date of the creation of the trust and at such other times as the court may direct file with the clerk a statement and account of his doings to that date and, if it shall be deemed necessary, the court may fix a time and place for hearing said report as herein provided. If at any time the liquidating agent shall have on hand in said trust fund cash equal to ten per cent of the

claims of the interested depositors and creditors he shall make and file a report.

**RULE 13.**

**Removals.** Upon filing of a petition by any beneficiary of the trust, the depositors committee or other persons interested in its administration, setting forth that the liquidating agent is not properly performing his duties as such the court may, upon notice as herein provided, hear evidence in support of and against the allegations of such petition. In case the court finds such allegations supported by the evidence it may require the liquidating agent to file a final account of his administration and appoint his successor.

**RULE 14.**

**Clerks files.** The schedules setting forth in detail all assets in the trust fund, the list of depositors of the bank involved, the names of all persons entitled to share in said trust fund, together with the various amounts and sums due them, shall be kept in a separate file in the offices of the clerks of the district court and shall be subject to public inspection only upon the written order of the court.

It is hereby ordered that the foregoing be, and they are, hereby adopted and approved as rules of this court, in addition to the rules which are applicable generally to district courts throughout this state.

Dated July 18, 1933.

FRED. W. SENN,

Judge of the District Court of the Fifth Judicial District of Minnesota.

**SIXTH JUDICIAL DISTRICT**

(Blue Earth and Watonwan Counties)

**RULE 1.**

**Special terms.** Special terms are held for the hearing of issues of law, applications, motions, orders to show cause, and all matters except the trial of issues of fact, as follows, unless the day indicated is a legal holiday, in which case said special term is held on the day next following:

For Blue Earth county, at the court house in the city of Mankato, at two p. m., on the first and third Mondays in January, March, and April, the fourth Monday in May, the first and third Mondays in July and September, the fourth Monday in October, the first Monday in November, and the first and third Mondays in December.

For Watonwan county, at the court house in the city of St. James, at one p. m. on the second and fourth Mondays in January, the fourth Monday in February, the second and fourth Mondays in March and April, the fourth Monday in June, the second and fourth Mondays in July and September, the second Monday in November, and the second and fourth Mondays in December.

**RULE 2.**

**Call of the calendar.** The preliminary call of the calendar at special term will be followed at once by a formal call, at which hearing will be had in cases in their order in which both parties are ready; and the formal call will be followed at once by a peremptory call, at which hearing will be had and cases finally disposed of as reached.

**RULE 3.**

**No trials or hearing out of term.** No action will be tried or motion or order to show cause heard out of term.

**RULE 4.**

**Issues of fact triable by jury.** All issues of fact triable by jury will be so tried.

**RULE 5.**

**Divorce actions.** Divorce cases in which the defendant does not appear will be placed upon the gen-

eral term calendar, upon filing notes of issue with the clerk as in other cases.

**RULE 6.**

Default cases. Other default cases may be placed upon the special term calendar in the proper county for trial.

**RULE 7.**

Stay. Upon rendition of a verdict or a decision by the court in any case no stay of proceedings after the first will be granted without consent of the adverse party, except upon affidavits showing the necessity for such stay and notice to the adverse party.

**RULE 8.**

Exhibits. All exhibits introduced in evidence upon the trial of actions shall be marked by and left in the custody of the reporter until the close of the trial; and when the trial is completed the reporter shall deliver such exhibits to the clerk of the court. The clerk shall cause the same to be filed and kept in a proper and safe place and shall make and keep a proper index book in which shall be kept a list of all such exhibits and a reference to their places of deposit. All attorneys and interested parties in said actions shall have an opportunity to examine the same in the office of said clerk at all proper times.

**SEVENTH JUDICIAL DISTRICT**

(Becker, Benton, Clay, Douglas, Mille Lacs, Morrison, Otter Tail, Stearns, Todd, and Wadena Counties)

Special terms for the following counties are held at nine a. m. at the court house on the days indicated: Stearns county at the city of St. Cloud, on the last Saturday in February, March, September and October. Morrison county at the city of Little Falls, on the last Tuesday in January and August.

Clay county at the city of Moorhead, on the third Tuesday in February and the second Tuesday in August.

Otter Tail county at the city of Fergus Falls, on the third Tuesday in February and the last Tuesday in August.

**EIGHTH JUDICIAL DISTRICT**

(Carver, LeSueur, McLeod, Scott, and Sibley Counties)

**TERMS OF COURT**

**GENERAL TERMS**

Le Sueur County—3rd Monday in April; 3rd Monday in September.

Carver County—1st Monday in March; 2nd Monday in October.

Scott County—4th Monday in March; 4th Monday in October.

McLeod County—2nd Monday in May; 2nd Monday in November.

Sibley County—1st Monday in June; 1st Monday in December.

**SPECIAL TERMS**

Scott County at Shakopee—2nd Monday in January; 3rd Monday in June.

McLeod County at Glencoe—3rd Monday in January; 4th Monday in June.

Le Sueur County at Le Center—4th Monday in January; 1st Monday in July.

Carver County at Chaska—1st Monday in February; 2nd Monday in July.

Sibley County at Gaylord—2nd Monday in February; 3rd Monday in July.

**COURT IN CHAMBERS**

Carver County at Chaska—1st Saturday of each month.

McLeod County at Glencoe—2nd Saturday of each month.

Le Sueur County at Le Center—3rd Saturday of each month.

Sibley County at Gaylord—4th Saturday of each month.

Scott County at Shakopee—5th Saturday of each month, if any.

**RULE 1.**

Trial of cases. All Court and Jury cases are set for trial on the first day of the General Term. The trial of all Jury cases shall begin on the third day of a General Term of Court, and the trial of Court cases shall immediately follow the completion of the trial of all Jury cases. Trial of all cases begins at 9.30 o'clock A. M.

**RULE 2.**

Call of calendar. The call of the Calendar shall be had at the hour of ten o'clock A. M. on the opening day of each General and Special Term. There shall be a preliminary and a final call of the cases. On the preliminary call, counsel shall announce the nature of the disposition to be made of the case including motions to dismiss, strike, change the order on the calendar or such other motions as are proper to be noticed at said time. On the final call of the Calendar all motions and requests shall be disposed of by the Court in the order made on the preliminary call. All calendars shall be printed.

**RULE 3.**

Filing of pleadings. This Court deems the timely filing of pleadings an essential factor to the prompt and proper trial of cases. And mindful of the provision of Section 9244 of Mason's Minnesota Statutes for 1927, this Court directs that at least seven days before the term all pleadings shall be filed with the Clerk.

**RULE 4.**

Out of term trials. No action will be tried out of term unless in extraordinary situations. This rule may be relaxed in favor of attorneys from without the District.

**RULE 5.**

Exhibits. All exhibits introduced in evidence upon the trial of actions shall be left in the custody of the Clerk until the close of the trial. The Clerk shall cause the same to be filed and kept in a proper and safe place and shall make and keep a proper index book in which shall be kept a list of all such exhibits and a reference to their places of deposit. All attorneys in said actions shall have an opportunity to examine the same in the office of said Clerk at all proper times and may, by order of the Court, obtain leave to withdraw same upon conditions imposed by the Court.

**RULE 6.**

Stay of Proceedings. Upon the filing of a verdict or a decision, the Court or Referee may order a stay of all proceedings for a period not to exceed 40 days, provided that within 20 days the moving party shall order from the reporter a transcript of the evidence, unless a motion is made on the minutes of the Court.

The Court Reporter shall, upon receiving an order for such transcript, immediately notify the Clerk of the receipt of such order and upon such notice to the Clerk a further stay of all proceedings shall be in effect until 30 days after said Reporter notifies the Clerk and requesting party in writing that such transcript has been completed and is ready for delivery. It shall be the duty of said Reporter to transcribe and prepare transcripts of evidence, taken in all trials and proceedings, in the order requested and with reasonable dispatch.

Within said 30 days said requesting party shall bring on for hearing before the Court such motion or proceedings as it deems advisable and necessary, preparatory to an appeal to the Supreme Court. Provided, however, in extraordinary cases, said 30 day period may be extended by application of either

party to the Court. Upon submission of such motion or proceeding to the Court all proceedings shall be stayed up to and including the filing of the decision by the Court. The foregoing provisions apply to civil proceedings only.

Note: Neither the District nor Supreme Court can give a party the right to appeal after the time for appeal, prescribed by the Statute, has expired. 53-431.

#### RULE 7.

**Special term calendar.** In each county in the district, the Clerk of Court shall keep a special term calendar on which he shall enter all actions or proceedings noticed for such special term according to the date of issue or service of motion. Notes of issue of all matters to be heard at a special term shall be filed with the Clerk one (1) day before the term. This rule shall not apply to cases noticed for a general term or continued for trial to a special term which shall be placed on the special term calendar without further notice.

#### RULE 8.

**Sureties on bond, recognizance or undertaking—affidavits of.** Every personal bond or undertaking required by the statute in any Court proceedings of this Court, before same is submitted for approval to either the Judge, Clerk of the District Court, Sheriff or any Court Commissioner, shall be accompanied by an affidavit to be attached to such bond stating the full name, residence, and post office address of each surety; also, setting forth the legal description of all real property owned by such surety and specifying as to each parcel thereof its fair market value, what liens or encumbrances, if any, exist thereon, and whether or not the same is his homestead or is otherwise exempt from execution and whether he is a surety upon other bond, recognizance or undertaking, and the extent of the stated obligation under such bond, recognizance or undertaking.

#### RULE 9.

**Filing papers.** (a) All affidavits, notices and other papers designed to be used in any cause, shall be filed with the clerk prior to the hearing of the cause unless otherwise directed by the Court.

(b) All orders, together with the affidavits and other papers upon which the same are based, which orders are not required to be served, shall be filed forthwith in the office of the clerk. Orders required to be served shall be so filed within three days after the service thereof, and, unless seasonably served and filed, may be vacated.

(c) All orders and findings, whether prepared by the judge or by counsel by direction of the judge, shall be typewritten in manifold, and when the original is filed a copy shall be furnished to each attorney or firm of attorneys appearing in the case. The observance of this rule shall not be deemed a substitute for statutory notice of the filing of a decision or order.

(d) No papers on file in any case in the office of the Clerk of Court shall be taken from the custody of the Clerk, except by the District Judge for his own use, or by a Referee appointed to try the action, or by attorneys appearing of record in the case for the purpose of delivering to the Court at the time of trial. Before the Referee or attorney shall take any files in said action the Clerk shall require a receipt therefor filed by the Referee or attorney specifying each paper so taken.

(e) When judgment is entered in an action upon a promissory note, draft or bill of exchange under the provisions of Section 9256, Mason's Statutes 1927, such promissory note, draft or bill of exchange shall be filed with the clerk and made a part of the files of the action.

#### RULE 10.

**Service of briefs.** In all cases tried to the Court without a jury, if submitted on briefs, the party having the burden of proof shall have fifteen (15) days within which to serve his brief after the submission of the case, and the other party shall have fifteen (15) days within which to serve his brief from and after the service of the brief on him, and the party serving the first brief shall have ten (10) days in which to reply to the answer brief on him. At the expiration of forty (40) days the case will be considered as submitted to the Court for its decision whether briefs have been served or not, provided that where a transcript of the evidence is to be furnished, the time for serving briefs shall commence to run from the date of delivery of the transcript by the Court Reporter.

#### RULE 11.

The Court shall reserve the right to relax the provisions of any of the foregoing rules in the interests of Justice.

IT IS HEREBY ORDERED, That the foregoing eleven Special Rules are hereby adopted and approved this 15th day of February, 1938, as the Special Rules of this Court in addition to the rules which are applicable generally to District Courts throughout this State. All Special Rules heretofore made in said District are hereby annulled.

JOSEPH J. MORIARTY,  
Judge of the District Court of the  
Eighth Judicial District

#### NINTH JUDICIAL DISTRICT

(Brown, Lincoln, Lyon, Nicollet, and Redwood Counties)

#### RULE 1.

Bonds in attachment shall be in an amount at least equal to the amount of the claim upon which suit is brought, unless special circumstances are shown which satisfy the judge that a smaller bond is sufficient.

#### RULE 2.

Judgment against a garnishee shall be ordered only upon five days' notice to the garnishee, and like notice to the defendant if the defendant has appeared in the action or at the garnishee disclosure.

#### TENTH JUDICIAL DISTRICT

(Fillmore, Freeborn, and Mower Counties)

#### RULE 1.

**Files.** No papers on file in a case shall be taken from the custody of the clerk, except by the judge, for his own use, or by a referee appointed to try the action. Before the referee shall take any files in said action the clerk shall require a receipt therefor signed by the referee, specifying each paper so taken.

#### RULE 2.

**Call of the calendar.** At general terms there shall be two calls of the calendar. The first shall be preliminary, and the second shall be peremptory. All preliminary motions, except motions of continuance, shall be made on the first call. The cases shall be finally disposed of in their order upon the calendar on the second call. Substitution of cases may be made on the second call by consent of all the attorneys in the cases transposed.

#### RULE 3.

**Motions for continuance.** All motions for continuance shall be made on the first day of the term, unless the cause for such continuance shall have arisen or come to the knowledge of the party subsequent to that day. And in all affidavits for continuance on account of the absence of a material witness, the de-

ponent shall set forth particularly what he expects and believes the witness would testify to were he present and orally examined in court.

No counter affidavits shall be received on a motion for continuance.

**ELEVENTH JUDICIAL DISTRICT**

(Adopted and Approved October 23, 1928)

It is hereby ordered that the following be and they are hereby adopted and approved as rules of this court, in addition to the rules which are applicable generally to district courts throughout this state, viz.:

**I.**

Special terms will be held in Duluth every Saturday (except on holidays and during the months of July and August), at 9:30 o'clock in the forenoon, for the hearing of issues of law, applications, motions and all matters except the trial of issues of fact.

Special terms will be held at Virginia on the fourth Saturday of each month, except the month of August, at 9:30 o'clock in the forenoon.

Special terms will be held at Hibbing the first Saturday of each month, except the month of August, at 9:30 o'clock in the forenoon.

**II.**

Divorce cases in which the defendant does not appear will be placed upon the general term calendar upon filing notes of issue with the clerk, as in other cases.

**III.**

Attorneys are hereby required to designate upon each note of issue filed in the office of the clerk of said court whether the case mentioned therein is triable by the court or by the jury.

**IV.**

The petit jury will be summoned to appear at Duluth at 9:30 a. m. on the first Monday after the first day of the term, and the first and second days of the term will be devoted to the calling of the calendar, hearing calendar motions, and trying default divorce cases.

The petit jury will be summoned to appear at Virginia at 9:00 a. m. on the first Monday after the first day of the term.

The petit jury will be summoned to appear at Hibbing and Ely at 1:30 p. m. the first day of the term.

**V.**

All exhibits, introduced in evidence by any party in the trial of all actions, shall be marked by the stenographer and shall be left in custody of the stenographer until the close of the trial of said cause, and when the trial of any cause is completed, the stenographer shall deliver all exhibits introduced in evidence in each case, to the clerk of the said court, and the said clerk shall cause the same to be filed and kept in proper and safe place, and shall cause to be made and shall keep a proper index or reference book, wherein shall be kept a list of all such exhibits, with reference to their place of deposit, so that they can be readily found by any parties interested therein, and no person or persons shall be permitted to remove any of such exhibits from such depository, except upon the written order of the court: Provided, that all attorneys and interested parties shall have an opportunity to examine the same in the office of the said clerk, under reasonable provisions to be provided therefor.

**VI.**

All persons other than the person in whose favor a judgment is entered in any action or proceeding, or his successor in interest, or his or their attorney of record therein, who shall apply for the issuing of an execution on such judgment within the period of

two years after the entry thereof, and all persons other than the person in whose favor a judgment is entered or his successor in interest, applying for such execution after the expiration of such period, shall file with the clerk of court where such judgment is entered, at the time of making such application, written authority from the owner of such judgment, duly executed and acknowledged by him, and authorizing the person so making such application to appear and act in said matter.

No execution shall issue in such cases until such authority shall be filed as herein provided.

**APPEALS FROM MUNICIPAL COURT OF DULUTH**

It is further ordered that the following be and they are hereby adopted and approved as the rules of this court governing appeals from the municipal court of the city of Duluth, viz.:

**RULE I.**

The clerk of this court shall file all cases appealed from the municipal court of the city of Duluth, and enter the same in all respects upon the various required books in his office as other cases in this court are filed and entered.

**RULE II.**

Appeals from said municipal court shall be submitted on typewritten records and briefs. Oral arguments will be had only on order of the court.

**RULE III.**

(Same as former Rule IV, p. 2139, Mason's Minn. Stat.)

**RULE IV.**

(Same as former Rule V. p. 2139, Mason's Minn. Stat.)

**RULE V.**

(Same as former Rule VI, p. 2139, Mason's Minn. Stat.)

**RULE VI.**

(Same as former Rule VII, p. 2139, Mason's Minn. Stat.)

**RULE VII.**

(1) Prefixed to the brief of the appellant, but stated separately, shall be an assignment of the errors intended to be urged. Each specification of error shall be separately, distinctly and concisely stated, without repetition, and they shall be numbered consecutively. When the error specified is that the finding of the court below is not sustained by the evidence, it shall specify particularly the finding complained of.

(2) The points and authorities of the appellant shall contain a concise statement of the case so far as necessary to present the questions involved and shall state separately the several points relied on for reversal of the order or judgment of the court below, with the list of authorities to be cited in support of the same.

(3) The appellant shall, within five days after the service of the last brief on any appeal, furnish to the clerk for each of the judges a copy of the record and his assignment of errors and points and authorities; and within the same time the respondent shall furnish to the clerk for each of the judges a copy of his points and authorities.

(4) Upon failure of a party, after five days' notice of failure to comply with any requirement of this rule to correct such omission or defect, the appeal will be dismissed, or the order or judgment appealed from affirmed, as the case may be, upon the court's own motion.

**RULE VIII.**

(Same as former Rule XI, p. 2140, Mason's Minn. Stat.)

**RULE IX.**

Either party may apply to the court for an order of affirmance or reversal, or for a dismissal, as the case may be, if either party shall neglect to furnish and deliver records or copies thereof or points and authorities, as required by these rules.

**RULE X.**

Upon the reversal, affirmance or modification of any order or judgment of the municipal court by this court, or upon the dismissal of any appeal, there shall be a remittitur to the municipal court. The remittitur shall be transmitted by the clerk immediately upon the expiration of the period of thirty days after written notice to the losing party of the order of the court upon such appeal, except in case of a dismissal under rules 6, 7, or 9, in which case the remittitur shall be issued and transmitted at once. But the clerk shall not be required to transmit such remittitur until his fees therefor have been paid. The clerk shall attach to such remittitur certified copies of all orders made and proceedings had upon appeal, and at the time of transmitting such remittitur said clerk shall transmit to the clerk of the municipal court the record theretofore transmitted to him by said municipal court clerk.

**RULE XI.**

Costs in all cases shall be taxed in the first instance by the clerk upon two days' notice, and judgment entered therefor, subject to review by the court. The taxation by the clerk will be reviewed by the court upon five days' notice at the next special term of this court. The court will only review the items objected to, and upon the ground specified, before the clerk.

**RULE XII.**

The records, the assignments of errors and briefs shall be neatly and legibly typewritten on white writing paper, properly paged at the top and bound in book form.

**RULE XIII.**

Applications for rehearing shall be made ex parte on petition setting forth the grounds on which they are made and filed within five days after notice of the decision.

**SEVENTEENTH JUDICIAL DISTRICT**

(Faribault, Martin, and Jackson Counties)

Special terms of court in the Seventeenth Judicial District, of Minnesota, for the hearing of issues of law, applications, motions, orders to show cause, default cases and all matters except trial of issues of fact, are hereby fixed as follows:

1. Special terms of court for the county of Martin shall be held at chambers, in the court house, in the city of Fairmont, Minnesota, on the first Monday in each month, excepting the month of August, at ten o'clock in the forenoon, unless said day is a legal holiday, in which case said special term shall be held on the day next following.

2. Special terms of court for the county of Faribault shall be held at the court room, in the court house, in the city of Blue Earth, Minnesota, on the first Wednesday in each month, excepting the month of August, at ten o'clock in the forenoon, unless said day is a legal holiday, in which case said special term shall be held on the day next following.

3. Special terms of court for the county of Jackson shall be held at the court room, in the court house, in the city of Jackson, Minnesota, on the first Friday in each month, excepting the month of August, at ten o'clock in the forenoon, unless said day is a legal holiday, in which case said special term shall be held on the day next following.

4. The Clerk in each county shall keep a special term calendar, on which he shall enter all actions or proceedings noticed for such special term, according to the date of issue or service of motion. Notes of issue of all matters to be heard at a special term shall be filed with the Clerk one day before the term.

5. These rules shall take effect and be in force from and after the first day of September, 1929. All special term rules heretofore made in said district are hereby annulled.

Dated August 3, 1929.

JULIUS E. HAYCRAFT,

Judge of the Seventeenth Judicial District.

**EIGHTEENTH JUDICIAL DISTRICT**  
(Anoka, Isanti, Wright, and Sherburne Counties)

I. Special terms of court in the Eighteenth Judicial District of Minnesota for the hearing of issues of law, applications, motions, orders to show cause, default cases other than divorce, and summary matters except trial of issues of fact, are hereby fixed as follows:

1. Special terms of court for the County of Anoka shall be held in chambers at the courthouse in the city of Anoka, Minn., on the second Saturday of each of the following months, to wit: February, May, June, August, November and December, unless said day is a legal holiday in which case said special term shall be held on the Saturday next following.

2. Special terms of court for the County of Wright shall be held in the court room at the courthouse in the village of Buffalo, Minn., on the first Saturday of the months of February, March and April and on the second Saturday of the months of July and September.

3. Special terms of court for the counties of Isanti and Sherburne shall be held in the court room at the courthouse in the village of Cambridge and in the village of Elk River respectively, by appointment.

II. All exhibits introduced in evidence upon the trial of actions shall be marked by and left in the custody of the reporter until the close of the trial, and when the trial is completed the reporter shall deliver such exhibits to the Clerk of Court.

The Clerk of Court shall thereupon be responsible for their care and production to the party to whom the same may belong for a period of three days following a verdict in cases of trial by jury or rendition of decision by the Court without a jury, unless otherwise ordered by the Court. Upon the expiration of said three-day period the care and responsibility for such exhibits shall be upon the parties themselves.

In cases where exhibits are retained by the Clerk pursuant to Court order, he shall be responsible for their care and production to the party to whom they may belong for a period of three months from and after the final determination of the cause tried. At the expiration of such three-month period the Clerk may in writing and by mail notify and require the attorneys who have been engaged in such cause to forthwith remove from his office and custody and from the custody of the Court any exhibits (not a part of the permanent record) offered in such cause by or on behalf of and belonging to the parties for whom they have appeared respectively therein; and unless such exhibits are so removed within thirty days from and after such giving of such notice, the Clerk may and shall destroy or otherwise dispose of them as he sees fit.

From and after the date of this order all exhibits offered in any cause tried in said court shall be offered and received conditionally and subject to the right of destruction or other disposition, in accordance with the terms of this rule.

These rules shall take effect and be in force from and after the 1st day of March, 1938. All special

APPENDIX NO. 4—COURT RULES (MINN. DISTRICT COURTS)

term rules heretofore made in said district are hereby annulled.

Dated February 7, 1938.

LEONARD KEYES,  
Judge of the 18th Judicial District.

**NINETEENTH JUDICIAL DISTRICT**

(Kanabec, Chisago, Pine and Washington Counties)  
Special terms are held in Washington county on

the second and fourth Mondays of each month for the trial of issues of fact by the court, the trial of issue of law, the hearing of motions and applications, and all matters except the trial of issues of fact by a jury. G. S. 1923, §163, Mason's Minn. Stat., 1927, id.

Special terms are held in Pine county on the third Tuesday of each month except the months of May, June, August and November.

**MINNESOTA PROBATE COURT RULES**

(Adopted Jan. 9, 1924. Amended Jan. 13 and 14, 1937.)

**RULE V.—ATTORNEYS**

Attorney's fees cannot be charged as costs unless an attorney at law is employed. 181M264, 232NW318. See Dun. Dig. 6425.

Rule is valid. Op. Atty. Gen., July 16, 1929.

**RULE IX.—INVENTORY AND APPRAISAL**

All property shall be described in detail and with such certainty that it can be identified and so that only the interest of the estate therein shall be appraised. The description of any note or other obligation, the property of the estate, shall include names and addresses of parties thereto, the amount, date of maturity, rate and time of payment of interest, accrued interest to date of death of the decedent, endorsements and credits, if any. The description of any mortgage, in addition to the foregoing, shall include date and place of record, if any, and description of property covered. The description of any bond, share of stock, or other evidence of interest, shall include numbers and other marks of identification. Property specifically bequeathed or devised shall be listed and appraised separately. Whenever household goods shall have a value of more than five hundred dollars (\$500), the items thereof shall be separately listed and appraised. Encumbrances against the property of the decedent shall be set forth in detail. Upon the return of the inventory, the court may, on its own motion, or at the request of any interested person, examine the representative on oath in regard to the property of the estate.

Every representative shall file an inventory and appraisal within the time provided by law. (As amended Jan. 13, 14, 1937.)

**RULE X.—SALES**

No property of an estate shall be sold until after an inventory is filed. (As amended Jan. 13, 14, 1937.)

**RULE XI.—CLAIMS**

No claim objected to in writing by the representative or by an interested party shall be allowed against an estate except upon competent evidence adduced at the hearing. Claims of the representative against the estate shall be allowed only upon such evidence.

When a hearing on claims is continued and objections have been filed thereto the representative or

the attorney for the estate shall, unless said claimants are in court on the day of such continuance, give notice to the claimants of the date of such continuance. (As amended Jan. 13, 14, 1937.)

**RULE XII.—EX PARTE ORDERS**

Any party applying to the court for an order to be granted without notice, except an order to show cause, shall state in his petition whether he has made any previous application for such order.

Every order presented to the court shall contain all of the essential facts contained in the petition for said order. (As amended Jan. 13, 14, 1937.)

**RULE XVI.—RETURN ON APPEAL**

Probate court may not charge fee for making return to district court, and this rule is invalid. Op. Atty. Gen., Apr. 30, 1929.

**RULE XVII.—FINAL SETTLEMENT**

Every petition for final settlement shall recite the performance by the representative of all acts required by law. The petition and account shall show the amount of property of the decedent which has come into the hands of the representative and the disposal thereof. The petition shall also show, with the same detail as is required for the description of the property in the inventory under RULE IX, the kind and nature, of the property remaining in his hands for distribution.

Vouchers for all disbursements charged except amounts not actually paid shall be filed with the final account, each voucher shall be numbered and the numbers of the vouchers placed opposite each disbursement as listed in the account. (As amended Jan. 13, 14, 1937.)

**RULE XVIII.—BONDS**

Bonds with personal sureties thereon where one or more of the bondsmen reside in a county other than the county having jurisdiction shall first be approved as to the sureties, by the Probate Judge of the county of residence of such surety, or shall have attached to said bond justifications showing the real and personal property of said surety. (As amended Jan. 13, 14, 1937.)

**MUNICIPAL COURT RULES**

**RULES OF PRACTICE OF THE MUNICIPAL COURT OF THE CITY OF DULUTH**

(Effective November 20, 1930.)

**Rule 1.**

In case where no provision is made by the statutes or by these rules, the proceedings shall be regulated, so far as may be applicable, by the rules governing the District Court of the Eleventh Judicial District, St. Louis County.

**Rule 2.**

Hearings or trials of civil actions shall commence at 9:30 A. M. and those of criminal causes shall commence at 10 A. M.

**Rule 3.**

Arraignments in criminal cases may be made before the court at any of the following hours: 9:30 A. M.,

11 A. M., 2 P. M. and 4 P. M., except on Saturdays, Sundays and legal holidays. On Saturdays, the hours of arraignment shall be at 9:30 A. M. and 11 A. M.

**Rule 4.**

Jury trials in criminal cases and in forcible entry and unlawful detainer actions shall take precedence over ordinary civil actions.

**Rule 5.**

Jury cases on the calendar of civil causes will be set down for trial on the second day of each general term, or as soon thereafter as they may be reached. Such cases will be tried in their order on the calendar and the clerk shall notify counsel of the date and hour for trial, and if no appearance be made in any case so set for trial, said cause shall be continued to the next term of court. Court cases will be set for trial at the call of the calendar and will be tried on the dates so assigned. Provided, however, that the judge in charge of the civil calendar may, if in his opinion necessity therefor arises, re-set the court cases, but counsel shall be notified by the clerk of the day and hour of any case so re-set.

**Rule 6.**

When a jury fails to agree upon a verdict in any case and is discharged, the said cause shall remain at issue on the calendar, but shall be continued to the next ensuing term of court for trial.

**Rule 7.**

Special terms will be held every Saturday, excepting legal holidays, at 9:30 A. M. for the hearing of issues of law, applications and motions and all matters excepting the trial of issues of fact. The judge having charge of the calendar of civil causes will hold the special term. Notes of issue for all matters for the special term shall be filed with the clerk on the day before the term at which they are noticed to be heard and no case shall be entered upon the calendar unless a note of issue is so filed.

**Rule 8.**

All affidavits, notices and other papers to be used in any cause to be heard or tried before the court shall be filed with the clerk at or before the time for hearing or trial.

**Rule 9.**

When judgment is entered in an action upon a promissory note, draft or bill of exchange, under the provisions of Mason's Minnesota Statutes, 1927, Section 9256, such promissory note, draft or bill of exchange shall be filed with the clerk.

**Rule 10.**

All pleadings and other papers filed in the office of the clerk of this court in any case now or hereafter pending in said court shall be plainly indorsed on the outside thereof with the title of the case in which they are so filed and the name and character of the paper shall be written beneath the title and the clerk may refuse to file any paper or document not in compliance herewith.

**Rule 11.**

All persons other than the person in whose favor a judgment is entered in any action, or his successor in interest, or his or their attorney of record therein, who shall apply for the issuing of a writ of execution on such judgment within a period of two (2) years after the entry thereof, and all persons other than the person in whose favor a judgment is entered, or his successor in interest, applying for such writ of execution after the expiration of such period shall produce and file with the clerk of this court written authority from the owner of such judgment, duly executed and acknowledged by him and authorizing the person making such application to appear and act

in said matter and to make the same. And no writ of execution shall issue in such cases until such authority shall be filed as herein provided.

**Rule 12.**

When a demurrer is overruled with leave to answer or reply, the party demurring shall have ten (10) days after notice of the order to file or serve an answer or reply, as the case may be, provided no other time is specified therein.

**Rule 13.**

Appeal from the clerk's taxation of costs may be taken to the Court within two (2) days after such taxation, but not afterwards. Such appeals shall be taken by notice in writing, signed by the appellant and directed to and served upon the adverse party and the clerk within said time, and said notice shall specify the items objected to and the grounds upon which the appeal is taken. The appeal shall be deemed to be abandoned unless the appellant shall place the cause upon the calendar of the next special term held after the notice of appeal is served. When so placed upon the calendar such appeal shall be heard without further notice.

**Rule 14.**

In making his return to the Supreme Court in any criminal case on appeal from this court, the clerk of this court shall certify and return the original files and papers pertaining to such action, except when impractical to do so, in which case the original records or files shall be kept by said clerk and certificate copies of the same included in and made a part of such return.

**Rule 15.**

In all cases where judgment for the restitution of premises under Chapter 76, Mason's Minnesota Statutes, 1927, has been ordered, no writ of restitution under judgment therefor shall be issued by the clerk unless application for such writ has been made within four (4) days from the entry of such order for judgment, except that this court, or any judge thereof, for good cause shown, extend such period for such additional time as justice in any particular case may require.

**Rule 16.**

Upon the filing of a verdict in any civil action, unless the court shall otherwise order, the clerk shall note thereon an order of the court staying the entry of judgment for a period of twenty (20) days, which stay may be extended only by a written stipulation of the parties or by an order of the court, upon motion.

**Rule 17.**

Upon application for a transcript of judgment to the District Court of the Eleventh Judicial District, St. Louis County, and the payment of all costs remaining unpaid by the judgment creditor, the same shall be issued by the clerk of this court and by him mailed directly to the clerk of the said District Court.

**Rule 18.**

No date shall be set in a garnishee summons issued out of this court for the appearance of a garnishee more than twenty (20) days from the date of service of the garnishee summons upon the garnishee, except in cases where service by publication is necessary, and then only by order of the court upon a proper showing.

**Rule 19.**

The defendant, or his attorney, in any proceeding in garnishment in the municipal court may, at any time after service upon him, or the garnishee, of the garnishee summons, but before the entry of judgment against the garnishee, appear before the clerk of this court and present in writing such claim as he may have that all or part of his wages or salary are

exempt from garnishment under the provisions of Mason's Minnesota Statutes, 1927, Section 9447, Subdivision 16, as amended. In case such notice is given, the clerk shall at once give written, oral or telephone notice to the plaintiff, or his attorney, to appear before him at his office at 10 A. M. on the next succeeding day, Sundays and legal holidays excepted, to show cause why the statutory-exempted wages should not be released. If no appearance be made by the plaintiff, or his attorney, the defendant may apply to the court for an order discharging said garnishment and releasing the garnishment lien. In the event that the plaintiff, or his attorney, appears and disputes the claim of the defendant for exemption, the clerk shall receive the affidavits or testimony of the parties and shall refer the same to the court, and the court shall, by appropriate order, release the lien of garnishment, refuse to release, or require that the matter be continued for a further hearing, as the case may be.

Similar procedure shall be followed in cases where a defendant claims a statutory wage exemption under a levy made by virtue of a writ of execution.

IT IS FURTHER ORDERED by the undersigned judges of the above-named court that the Rules of Practice of the Municipal Court of the City of Duluth, heretofore approved and adopted on the 1st day of May, 1925 and the 18th day of August, 1925 be and the same are hereby rescinded and set aside.

Dated at Duluth, Minnesota, this 20th day of November, A. D. 1939.

BY THE COURT:  
 RICHARD M. FUNCK,  
 ELMER W. MCDEVITT,  
 ROYAL G. BOUSCHOR,  
 WILLIAM E. TRACY.

## RULES OF PRACTICE OF THE MUNICIPAL COURT OF THE CITY OF MINNEAPOLIS

(Adopted April 29, 1938)

### A.—CIVIL DIVISION.

#### Rule 1.

**Attorneys.** No practicing attorney shall be accepted as surety on any bond or undertaking required by law.

#### Rule 2.

**Actions on Behalf of Minors.** In making application for the approval of a settlement of any action brought on behalf of a minor child, the parent or guardian ad litem shall present to the court: (a) a verified petition stating the age of the minor, the nature of the action, if for personal injuries to what extent the minor has recovered therefrom, the reasons justifying the proposed settlement, the expense it is proposed to pay out of the amount received, and the nature and extent of the services rendered by the attorney representing the minor; (b) satisfactory evidence that the settlement is for the best interests of the minor; (c) if the action be for personal injuries, an affidavit of the attending physician showing the nature, extent and probable duration of the injuries caused by the accident, and the extent of the recovery which has been made therefrom at the time of the presenting of the application.

The minor shall appear before the court at the time the application is made; and no order approving any settlement shall be made where the action is one for personal injuries until the court has seen and had an opportunity to examine the minor. Application shall be placed upon the special term motion calendar for hearing.

Before any parent or guardian ad litem in any such action shall receive any money in settlement thereof, he shall either file a bond to be approved by the court, or in lieu thereof the court may require that any money so received be deposited as a savings account in a banking institution or trust company as provided by Section 9172, 1936 Supplement. All applications for withdrawal of any such funds by the minor shall be heard by the Judge who signed the original order, if available, or his successor in office. Stipulations for judgment shall be deemed settlements within the meaning of this rule.

In applications for approval of settlements of actions brought on behalf of the minor child or ward, when settlement is approved by the court, attorney's fees shall not be allowed in excess of 25 per cent of recovery.

#### Rule 3.

**Continuances.** In all civil actions, after two continuances shall have been granted, all continuances

thereafter, at the request of either party, or by stipulation, shall be to the foot of the calendar, except in the case of illness of counsel or of a material witness, or because counsel is engaged in the trial of another case. Applications for continuances upon the ground of illness of a material witness shall be accompanied by an affidavit or certificate of attending physician or other person familiar with the facts.

#### Rule 4.

**Costs on Demurrer or Motion.** On sustaining or overruling a demurrer, or granting or denying a motion, the court may award costs not exceeding ten dollars, which, in the discretion of the court, may be absolute, or to abide the event of the action.

#### Rule 5.

**Depositions.** Commissions to take testimony without the state may be taken on notice and application to the court either in term time or in vacation. Within five days after the entry of an order for a commission the party applying therefor shall serve a copy of the interrogatories proposed by him on the opposite party. Within five days thereafter the opposite party may serve cross-interrogatories. After the expiration of the time for serving cross-interrogatories, either party may within five days give five days' notice of settlement of interrogatories before the court. If no such notice be given within five days, the interrogatories and cross-interrogatories, if any, shall be settled by the court. Whenever a commission is applied for and the other party wishes to join therein, interrogatories and cross-interrogatories to be propounded to his witnesses may be served and settled or adopted within the same time and in the same manner as those to the witnesses of the party applying. After the interrogatories are settled, they shall be engrossed and numbered by the party proposing the interrogatories in chief, and the engrossed copy or copies shall be signed by the officer settling the same, attached to the commission and forwarded to the commissioner. If the interrogatories and cross-interrogatories are adopted without settlement, engrossed copies need not be made, but the originals or copies served may be annexed and forwarded immediately with the commission.

#### Rule 6.

**Ex Parte Orders.** The judge in charge of the civil term calendar shall be known as the Judge in Chambers, and all ex parte orders in civil actions shall be signed by him, except during a vacation period or such other times as he is absent from the courthouse;

if there has been a previous application an affidavit shall be presented showing to what judge it was made, the determination then made, and what new facts, if any, are shown upon such subsequent application that were not previously shown. For failure to present the said affidavit as above any order made may be vacated upon application therefor by the opposite party.

#### Rule 7.

**Filing Papers.** (a) All affidavits, notices and other papers designed to be used in any cause, shall be filed with the clerk prior to the hearing of the same, unless otherwise directed by the court.

(b) All orders, together with the affidavits and other papers upon which the same are based, and which orders are not required to be served, shall be filed forthwith [sic] the clerk. Orders required to be served shall be so filed within three days after the service thereof, and unless seasonably served and filed, may be vacated.

(c) All orders and findings, whether prepared by the judge or by counsel under his direction, shall be typewritten in manifold, and when the original is filed a copy shall be furnished to each attorney or firm of attorneys appearing in the case. No copies of findings made upon default need be prepared or furnished.

(d) No papers on file in a cause shall be taken from the custody of the clerk otherwise than upon the order of the court.

(e) When judgment is entered in an action upon a promissory note, draft or bill of exchange, under the provisions of Section 9256, Mason's Statutes, 1927, such promissory note, bill of exchange or draft shall be filed with the clerk.

#### Rule 8.

**Form of Papers.** (a) On processes or papers to be served, the attorney or party preparing the same, besides subscribing or indorsing his name, shall add thereto the name of the city, town or village in which he resides, and the particular location of his place of business by street number or otherwise.

(b) Different causes of actions, defenses, counter-claims, and distinct matters shall be separately stated, and be plainly numbered, and all paragraphs in a pleading shall be plainly numbered. Pleadings not conforming to this rule may be stricken out on motion. All pleadings and findings shall be typewritten, and all typewritten matter shall be carefully and legibly typed on plain, unglazed white paper of good texture, made with well-inked ribbon or carbon, and shall be double spaced. Any pleadings, affidavits or other such paper may be returned by the party upon whom it is served, or by the Clerk of Court, if not in conformity with his rule.

(c) All pleadings and other papers offered for filing or filed with the clerk shall be plainly indorsed on the outside thereof with the title of the case, the matter or proceeding in which they are filed, and the name of the paper shall be written beneath the title. The clerk may refuse to receive or file any document or paper not in compliance herewith.

#### Rule 9.

**Garnishments.** (a) Special Term for garnishments will be held each morning at 9:30 a. m., except Saturdays and legal holidays.

(b) Notes of Issue for such special term shall be filed not later than 3 o'clock p. m. on the day preceding the return day of the garnishee summons. Proof of service of the garnishee summons and notice to the defendant must be filed not later than the day and hour last specified. No cause will be placed upon such calendar unless this rule is complied with.

(c) Postponement to Secure Service. When the defendant does not appear at the time and place fixed in the garnishment summons, and he has not been served with garnishee summons and notice to de-

fendant, and plaintiff requests that the examination of the garnishee be postponed to enable him to make such service upon the defendant, no such continuance will be granted unless not later than 3 o'clock p. m. of the day preceding the return day of the garnishee summons, the plaintiff, his agent, or attorney, shall have made and filed with the clerk an affidavit setting forth in detail the facts upon which he relies to establish his claim of inability to serve and notify the defendant, including the efforts made to effect such service, and the reasons for the failure of such efforts.

(d) Discharge on Bond. Neither garnishments nor attachments shall be discharged on a personal bond therefor under Section 9383, Mason's Statutes, 1927, without one day's written notice of application therefor to the adverse party; but if the bond of a surety company be given no such notice or application shall be required.

(e) Judgment Against a Garnishee. Judgment against a garnishee shall be entered only upon notice to the garnishee and the defendant, if known to be within the jurisdiction of the court. Such notice shall show the date and amount of the judgment against the defendant, the amount for which plaintiff proposes to enter judgment against the garnishee after deducting such fees and allowances as the garnishee is entitled to receive, and the time and place when application for such judgment will be made, which time shall not be less than two whole days after the service of such notice upon the garnishee. If the garnishee appears and secures a reduction of the judgment proposed to be entered, the court may make a proper allowance for fees and expense incident to such appearance.

(f) Wage Exemptions. The defendant or his attorney in a garnishment proceeding in Municipal Court may, at any time after the service of garnishment summons on the garnishee or defendant and before judgment against the garnishee, call to the attention of the court in writing the fact that all or part of his wages which are exempt, under Chapter 350 Minnesota Session Laws for the year 1933, have been garnished. In case such notice is given, the clerk of this court shall at once give written oral or telephone notice to the plaintiff, or his attorney, and the garnishee of such action on the part of the defendant, and direct them to appear at the next hearing of garnishment cases to show cause why the said statutory-exempted amount of wages should not be released. The clerk shall place such matters on the regular garnishment calendar; upon the call of said calendar, or at such time as the matter may be continued to, the judge in charge shall investigate and hear such testimony as the parties may offer either by affidavit or by sworn testimony in open court. At the conclusion of such testimony the court shall, by appropriate order, release the lien of the garnishment in whole or in part, refuse to release, or refer the matter to a referee for further hearing.

See also Chapter 263 Session Laws 1939.

(g) Garnishee Summons Limited to 20 Days. No date shall be set in the garnishee summons for the appearance of the garnishee more than 20 days from the date of service of the garnishment summons upon the garnishee, except cases where service by publication is necessary, and then only by order of court upon a proper showing.

#### Rule 10.

**Entry of Judgment.** (a) When a party is entitled to have judgment entered in his favor upon the verdict of a jury, report of a referee or finding of the court, and neglects to enter the same for ten days after rendition of the verdict, or notice of the filing of the report, decision, or finding, or in case a stay has been ordered, for ten days after the expiration of such stay, the opposite party may cause judgment to be entered on five days' notice to the party entitled thereto.

(b) **Attorney's Fees Allowed in Default Cases.** In default cases containing an agreement for payment of money for attorney's fees, the following shall be deemed reasonable attorney's fees:

If the amount of principal and interest recoverable is \$25, or less, \$5; over \$25, and not more than \$100, \$10; between \$100 and \$1,000, 10 per cent of the amount of principal and interest.

The clerk shall be authorized to tax costs as above without reference to the court.

#### Rule 11.

**Notice of Motion.** Notice of motion shall be accompanied by copies of the affidavits and other papers on which the motion is made, provided that papers in the action of which copies shall have been theretofore served, and papers other than such affidavits which have theretofore been filed, may be referred to in such notice and read upon the hearing without attaching copies thereof. When the action is for irregularity it shall set forth with particularity the irregularity complained of. In other cases it shall not be necessary to make a specification of points, but it shall be sufficient if the motion state generally the grounds upon which it is made.

Notices of Motion shall be served eight days before the time appointed for the hearing, but the judge, upon an order to show cause, may prescribe a shorter time.

#### Rule 12

**Orders to Show Cause.** Whenever a motion can be made on notice an order to show cause will not be granted, except upon a showing that some exigency exists which justifies or necessitates the shortening of notice or the stay of further proceedings to prevent an injury incident to delay for the usual time, or to render the relief sought effective. Such exigency must also be stated in the order as a ground for shortening the notice, and if, on the hearing, it appears that there was no such ground, such order may be discharged. Such order must be accompanied by a notice of motion setting forth the grounds on which relief is sought and, substantially in the ordinary form of such notices, except that the time of hearing, if mentioned in the notice otherwise than by reference to the order, shall be the time fixed by the order, the only scope of the order in such cases being to shorten and fix the time for hearing the motion.

#### Rule 13.

**Pleadings.** (a) **Leave to Amend or Answer.** In cases where application is made for leave to amend a pleading or to answer or reply after the time limited by statute, or to open a judgment and for leave to answer and defend, such application shall be accompanied with a copy of the proposed amendment, answer or reply, as the case may be, and an affidavit of merits, all of which shall be served upon the opposite party.

(b) **Affidavits of Merits.** In an affidavit of merits made by a party the affiant shall state that he has fully and fairly stated the facts in the case to his counsel, and that he has a good and substantial defense or cause of action on the merits, as he is advised by his counsel after such statement and verily believes true. When the application is for leave to amend or plead after the expiration of the time limited by statute, an affidavit shall also be made by counsel, who shall state therein that from the showing of facts made to him by the party he verily believes that such party has a good and substantial defense or cause of action on the merits.

(c) **Answering After Demurrer.** When a demurrer is overruled with leave to answer or reply, the party demurring shall have ten days after notice of the order, if no time is specified therein, to file and serve an answer or reply as the case may be.

#### Rule 14.

**Admissions of Service.** Written admissions of service by the attorney of record in any action or proceeding shall be sufficient proof of service, except in case of service of summons, or of an order in contempt proceedings.

#### Rule 15.

**Stays.** Upon the filing of a verdict, or of a decision if the trial be by a court or referee, the court or referee may order a stay of all proceedings for not to exceed 40 days, which stay may be extended only upon notice and showing made that a transcript of the testimony was ordered from the court reporter within a reasonable time after the filing of the verdict or decision.

#### Rule 16.

**Trial Procedure.** (a) **Examination of Jurors.** The trial judge shall examine the jurors in all civil cases, provided that such examination may be followed by such additional inquiries by counsel as the judges may deem proper.

(b) **Opening Statements by Counsel** should be confined to a statement of the facts which he proposes to prove.

(c) **Examination of Witnesses.** Only one counsel on each side shall examine or cross-examine a witness, or sum up the case to the jury, unless the judge shall otherwise order.

(d) **Exclusion of Public from Sex Cases.** In criminal trials involving sex offenses or in which the evidence is likely to be of a scandalous nature the court may, with the consent of the defendant, exclude the general public from the court room.

#### Rule 17.

**Forcible Entry and Unlawful Detainer.** (a) **Entry of Cases on Calendar.** Cases of forcible entry and unlawful detainer will be entered upon the Special Term Calendar for the date specified as the return day of the summons without the filing of any note of issue.

(b) **Summons in such cases** shall be made returnable at 2:00 o'clock P. M. on each Tuesday and Friday throughout the year, except when these are legal holidays. When Tuesday or Friday are legal holidays summons shall be returnable upon the following day at 11 o'clock A. M.

(c) **Fixing Return Days of Summons.** In order to have the return day of a summons on any specific Tuesday or Friday, the complaint therefor must have been filed with the clerk not later than 3 o'clock P. M. of the corresponding Tuesday or Friday of the preceding week.

(d) **Demand for Jury Trial.** Parties demanding jury trial of such cases must pay the jury fee therefor prior to the second call of the calendar, otherwise the demand for such jury trial will be deemed waived, and the court will try the case without a jury.

(e) **Jury Trial.** All unlawful detainer jury cases shall be tried by the judge in charge of the Unlawful Detainer Calendar.

#### Rule 18.

**General Terms.** (a) A General Term of the civil division of the Municipal Court will be held on the first of each month, except during vacation period, at 9:30 o'clock a. m. except where the first day of the month falls on a Friday, Saturday, Sunday or legal holiday, in which case it will be held on the first court day thereafter following.

(b) **Notices of Setting Cases.** The Clerk will mail to the attorneys a notice, 30 days in advance of the date on which the case is set for trial. If the clerk does not receive within ten days after the mailing of said notice, information from one or both of the attorneys that the case will be tried on said day, it will be deemed that said case has been settled or abandoned, and said Notice of Trial will be cancelled.

**Rule 19.**

**Appeals from Taxation of Costs.** Appeals from the Clerk's taxation of costs may be taken to the Court within two days after such taxation, but not afterwards. Such appeals shall be taken by notice in writing, signed by the appellant and directed to and served upon the adverse party and the Clerk, within said time, and said notice shall specify the items objected to and the grounds upon which the appeal is taken. The appeal shall be deemed abandoned unless the appellant shall place the cause upon the Calendar of the next Special Term of Court held after the notice of appeal is served. When so placed upon the calendar such appeal shall be heard without further notice.

**Rule 20.**

**Special Terms.** Special Term for hearing motions will be held each Tuesday at 2:00 o'clock p. m. If Tuesday is a legal holiday, such special term will be held at 2:00 o'clock p. m. upon the following day.

Notes of Issue of all matters for Special Term shall be filed with the Clerk not later than on the day before the term at which they are noticed to be heard, and no case, except forcible entry and unlawful detainer cases, shall be entered on the Calendar, unless a note of issue is so filed.

**Rule 21.**

**Non-Resident Cost Bond.** This Court follows provisions of Mason's Statutes, 1927, Sections 9488-9489.

**Rule 22.**

**Exhibits.** All exhibits offered in evidence shall be placed in the custody of the Clerk of Court who shall be responsible for their care and production and delivery to the party to whom the same may belong for a period of forty-eight hours following a verdict in cases of trial by jury, or rendition of decision by the court without a jury. After the expiration of forty-eight hours the care and responsibility for such exhibits shall be upon the parties themselves. Upon surrendering the custody of any such exhibits the clerk shall take a receipt therefor from the party to whom delivered. All exhibits not called for within one year after the date of rendition of a verdict, or decision of the court, shall be destroyed by the clerk, or otherwise disposed of by him. (This rule shall also apply to exhibits in Conciliation Court.)

**Rule 23.**

**Expert Witness Fees.** In taxation of costs in all civil cases fees not exceeding \$10.00 per day will be allowed expert witnesses. Expert witness fees shall be fixed by the Court.

**Rule 24.**

**Jury Service.** (a) Application for excuse from jury duty shall be made or referred to the Judge to whom the juror has been ordered to report.

(b) Where it appears that any petit juror has been summoned for jury service, after having served as a petit juror within the previous two years, he or she shall be forthwith excused.

**(c) QUESTIONNAIRE FOR JURORS.**

- Q. What is your name? (Print plainly) A. ....
- Q. When and where were you born? A. ....  
(Give exact date)
- Q. Where do you now live? A. .... Telephone. ....  
(Give street address, if any)
- Q. Are you a citizen of the United States? A. ....
- Q. What is your occupation, trade or profession? A. ....
- Q. If employed, state name of employer. A. ....
- Q. Are you single, married, widowed or divorced? A. ....

- Q. If married, what is your spouse's occupation or profession? A. ....
- Q. Are you now a qualified voter in this City? A. ....
- Q. How long have you lived in Minneapolis? A. ....
- Q. Have you ever been convicted of a felony? A. ....
- Q. If so, have your civil rights been restored? A. ....
- Q. Are you now under indictment in any court? A. ....
- Q. Have you defects in your hearing? A. ....
- Q. Have you any defects in your vision? A. ....
- Q. When were you last a juror and in what Court? A. ....
- Q. Have you ever been discharged (not excused) from Jury service? A. ....
- Q. If so, for what cause? A. ....

**B. CRIMINAL DIVISION**

**Rule 1.**

The Criminal Division of the Municipal Court will convene each morning, Sundays, legal holidays and vacation time excepted, at 9 o'clock, unless the Judge in charge thereof shall otherwise order and direct.

**Rule 2.**

In the disposition of cases the Court shall, so far as possible, adhere to the following schedule:

1. In cases of drunkenness where no bail has been deposited;
2. In cases of drunkenness in which bail has been deposited;
3. In all other misdemeanor cases;
4. Trial of contested cases;
  - (a) Cases in which night officers are involved.
  - (b) Cases under 1, 2, 3 above.
  - (c) Continued cases.
  - (d) County Attorney Cases.
  - (e) Sex cases.

**Rule 3.**

**Deposits in Criminal Cases.** Parties applying to the Clerk for warrants to be used in Criminal Cases, may be required to make a deposit of an amount sufficient to secure the costs of prosecution. In case of failure of complainant to appear, or upon dismissal, the Court may order the costs to be taxed and paid out of such deposit, and the balance, if any, returned to the complainants.

**Rule 4.**

**Preliminary Examinations.** In all cases in which the defendant is entitled to a preliminary examination in Municipal Court, there shall be not more than three (3) continuances, except upon written motion, and then only by a showing of good cause.

**C. TRAFFIC DIVISION**

**Rule 1.**

The Traffic Division of the Municipal Court will convene each morning except Saturdays, Sundays, holidays, and vacations, at 9 o'clock, unless the judge in charge thereof shall otherwise direct.

**D. CONCILIATION COURT**

**Rule 1.**

Causes will be continued only on order of the Court. Application for continuance must be made not later than three (3) days before the date of trial, and the applicant must show that the same is made for proper reasons, in good faith, and not for purpose of delay.

**Rule 2.**

No cause will be advanced upon the calendar on the date of the trial.

**Rule 3.**

No cause will be continued for the reason that counsel cannot be present on the date of trial.

We, the undersigned Judges of the Municipal Court of the City of Minneapolis, do hereby adopt the foregoing rules, 32 in number, as and for the rules of said Court.

Dated this 29th day of April, 1938.

FRED B. WRIGHT,  
WILLIAM C. LARSON,  
WILLIAM A. ANDERSON,  
JOS. A. POIRIER,  
PAUL W. GUILFORD.

**RULES OF PRACTICE OF THE MUNICIPAL COURT OF THE CITY OF SAINT PAUL.**

(Adopted March 1, 1926)

**CIVIL BRANCH.**

**Rule 1.**

**Sessions.** This court will be open for the hearing of criminal cases at nine o'clock in the forenoon, and for the trial of civil cases at 10 o'clock in the forenoon, Sundays and legal holidays excepted, unless otherwise directed by the court.

Special terms will be held every Tuesday at 10 A. M., except when the same falls on a holiday.

The clerk shall keep a special term calendar in which he shall enter all actions or proceedings noticed for such term in the order in which such notes of issue are filed therein. Notes of Issue of all matters for special term shall be filed with the clerk not later than two days before the term, and no case shall be entered upon the calendar unless such note of issue shall have been filed.

Only Forcible Entry and Unlawful Detainer cases and default cases shall be tried on special term days. The court shall hold a regular term for the trial of civil actions on the first Tuesday of September of each year, and monthly thereafter, except during the months of July and August. The clerk shall prepare and keep a calendar upon which shall be noted all cases for trial. Cases noticed for trial shall be set down in their order on said calendar in the order in which said notices of trial are filed. No case shall be set down for trial in less than ten days after the filing of the note of issue, unless a request in writing is made by both parties. Cases continued generally shall be placed at the foot of the calendar. The calendar shall be divided in two sections, one known as the court calendar, and the other as the jury calendar. Where the notice of trial waives a trial by jury that case shall be placed on the court calendar for trial in its order, and if the notice of trial demands a jury trial that case shall be placed on the jury calendar for trial in its order.

The clerk shall notify both parties of the date of trial by mail at least ten days in advance of the date set for trial.

**Rule 2.**

**Bonds.** All bonds given in actions in this court shall be proved or acknowledged in like manner as deeds of real estate before the same shall be received or filed.

No practicing attorney shall be received as a surety on any bond or undertaking required in any civil action, except where such bond or undertaking shall be executed on behalf of a non-resident party.

**Rule 3.**

**Sureties.** Every surety must be a resident freeholder of this state, and, except as otherwise provided by statute, worth the amount specified in the bond or undertaking above his debts and liabilities and exclusive of his property exempt from execution.

**Rule 4.**

**Bonds to Release Attachments and Garnishments.** Garnishments or attachments shall not be discharged under section 9383, General Statutes, 1923, without notice of the application therefor to the adverse party.

**Rule 5.**

**Judgment Against Garnishee.** Two days' notice of motion for judgment against the garnishee shall be given to the garnishee, except upon a motion therefor when garnishee is in open court.

**Rule 6.**

**Copies.** All copies of papers served shall be legible, and if not legible may be returned within twenty-four hours after service thereof, and the service of an illegible paper so returned shall be deemed of no force or effect.

**Rule 7.**

**Pleadings in Appeal Cases.** Written pleadings shall be filed in all cases of appeal to this court from the Justice Court of Ramsey County or the Conciliation Court of the City of St. Paul where the pleadings were oral in the lower court, unless otherwise directed by this court.

In all cases appealed from the Justice Court plaintiff shall within ten days after the service of the notice of appeal serve his complaint upon the defendant or if the defendant appeared by counsel in the Justice Court then upon said attorney, and the defendant shall have ten days thereafter within which to serve his answer, which answer shall be served in like manner as cases originally commenced in this court, and if further pleadings are required plaintiff shall, within ten days thereafter, serve his reply, to be served in like manner as the answer.

All pleadings must be filed at least five days before the date of trial.

Where the pleadings in the Justice Court are in writing plaintiff shall within ten days from the time of the service of the notice of appeal serve and file his notice of election to stand upon the complaint in that court, and the defendant shall thereafter have ten days within which to serve his answer, and the plaintiff may thereafter serve his reply as herein above stated.

In all cases of appeal from Conciliation Court the procedure shall be the same as in appeals from Justice Court except that plaintiff shall have twenty days after the service of the notice of appeal within which to serve his complaint. In appeals from Conciliation Court if the plaintiff be the appellant his complaint may be served together with the notice of appeal, and must be served upon the defendant unless an appearance has been made by counsel, in which event it may be served upon the attorney.

The court may make such other reasonable orders with regard to pleadings in cases of appeal from Conciliation Court as will promote substantial justice between the parties.

**Rule 8.**

All pleadings, or copies of the same, must be filed with the clerk at least five days before the date set for trial.

**Rule 9.**

**Separate Causes of Action.** In all cases of more than one distinct cause of action, defense, counterclaim, or reply, the same shall not only be separately stated, but plainly numbered; and all pleadings not in conformity with this rule may be stricken out on motion.

**Rule 10.**

**Folioing.** The attorney or other officer of court who draws any pleading, affidavit, case, bill of exceptions or report, decree or judgment, exceeding two folios in length, shall distinctly number and mark each folio of one hundred words in the margin thereof, or shall number the pages and the lines upon each page, and all copies, either for the parties or court, shall be numbered and marked, so as to conform to the originals. And if not so marked and numbered, any pleading, affidavit, bill of exceptions, or case, may be returned by the party on whom the same is served.

**Rule 11.**

**Notices of Motion.** Notices of motion shall be accompanied with copies of the affidavits and other papers on which the motions are made, provided that papers in the action of which copies shall have theretofore been served and papers other than such affidavits which have theretofore been filed, may be referred to in such notice and read upon the hearing without attaching copies thereof. When the motion is for irregularity, the notice shall set forth particularly the irregularity complained of; in other cases it shall not be necessary to make a specification of points, but it shall be sufficient if the notice state generally the grounds of the motion.

**Rule 12.**

**Hearing of Motions.** Whenever notice of a motion shall be given, or an order to show cause served, and no one shall appear to oppose the motion or application, the moving party shall be entitled, on filing proof or admission of serve [sic], to the relief or order sought, unless the court shall otherwise direct. If the moving party shall not appear or shall decline to proceed, the opposite party, upon filing like proof of service, shall be entitled to an order of dismissal.

**Rule 13.**

**Order of Hearing.** Upon motion or order to show cause, the moving party shall have the opening and the closing of the argument. Before the argument shall commence the moving party shall introduce his evidence to support the application; the adverse party shall then introduce his evidence in opposition; and the moving party may then introduce evidence in rebuttal or avoidance of the new matter offered by the adverse party. On hearing such motion or order to show cause, no oral testimony shall be received unless the court shall so direct.

**Rule 14.**

**Orders to Show Cause.** Orders to show cause will be granted only when a restraining order is necessary, or when some exigency is shown which would cause injury or render the relief sought ineffectual if the moving party were required to give the statutory notice of motion. If on the hearing it appear that there was no such ground for the order, it may be discharged or the hearing continued in the discretion of the court. Such order must be accompanied by a notice setting forth the grounds on which the relief asked is sought, as in other notices of motion.

**Rule 15.**

**Motion to Strike Out.** Motions to strike out or correct any pleading must be heard before demurring to or answering such pleading, and before the time for demurring to or answering such pleading expires, unless the court, for good cause shown, shall extend the time for demurring to or answering such pleading to permit such motion to strike out or correct such pleading to be heard.

**Rule 16.**

**Filing of Orders.** All orders, together with the affidavits and other papers upon which the same are based, which orders are not required to be served, shall within one day after the making thereof be

filed in the office of the clerk by the party applying for such orders. Orders which are required to be served shall be so filed within two days after the service thereof.

**Rule 17.**

**Application for Order Without Notice.** Any party applying to any judge of this court for any order to be granted without notice, except an order to show cause, shall state in his affidavit whether he has made any previous application for such order, and if such previous application has been made upon the same state of facts, every subsequent application, except for a rehearing, shall be refused. When an application made to either judge for approval of any bond or undertaking, or order to show cause, or any ex parte order, is refused, the application shall not be renewed before the other judge without leave.

**Rule 18.**

**Extending Time to Plead.** No order extending the time to answer or reply shall be granted, unless the party applying for such order shall present to the judge to whom the application shall be made an affidavit of merits, or an affidavit of his attorney or counsel, that from the statement of the case made to him by such party he verily believes that he has a good and substantial defense, upon the merits, to the pleadings or some part thereof.

**Rule 19.**

**Affidavit of Merits.** In an affidavit of merits, the affiant shall state that he has fully and fairly stated the case and the facts in the case to his counsel, and that he has a good and substantial defense or cause of action on the merits, as he is advised by his counsel after such statement, and verily believes true, and shall also give the name and place of residence of such counsel.

**Rule 20.**

**Application for Leave to Amend.** In all cases where an application is made for leave to amend a pleading or for leave to answer or reply after the time limited by statute or to open a judgment and for leave to answer and defend, such application shall be accompanied with a copy of the proposed amendment, answer or reply as the case may be, and an affidavit of merits, and be served upon the opposite party.

**Rule 21.**

**Service.** In cases where service of any order or notice is required to be made, if the party directed to make the service and the person upon whom service is to be made, reside in the same city, village or town, the service shall be personal. In all other cases such service shall be by mail, or in such other manner as the court may direct.

**Rule 22.**

**Proof of Service.** Proof of personal service shall be made by the affidavit of the person making the service. The affidavit shall fully set forth the time, place and manner of service, and that the person upon whom the service was made was to the affiant well known to be the person, copartnership, or corporation, agent or attorney upon whom such service was directed to be made.

Proof of all service shall be filed in the office of the clerk within two days after the making thereof. Provided that the written admission of service by attorney of record in any action or proceeding shall be sufficient proof of service.

**Rule 23.**

**Demurrer.** When a demurrer is overruled with leave to answer or reply, the party demurring shall have ten days after notice of the order, if no time is specified therein, to file and serve an answer or reply, as the case may be.

**Rule 24.**

**Papers on File with the Clerk—Receipt for.** No papers on file in a case shall be taken from the custody of the clerk, except by leave of one of the judges, and the clerk shall require a receipt therefor specifying each paper so taken.

**Rule 25.**

**Motions for Continuance.** Motions for continuance shall be based upon affidavit, and in all affidavits for continuance on account of the absence of a material witness, the deponent shall set forth particularly what he expects and believes the witness will testify to were he present and orally examined in court.

The court shall dismiss, on its own motion, any action appearing on the calendar where a good cause for resetting or a continuance is not shown.

**Rule 26.**

**No Response at Call.** Where, upon the call of the general term calendar, or at any time afterwards, no response is made by either party to a case, when the same is called, the same shall be stricken from the calendar unless otherwise directed by the Court.

**Rule 27.**

**Jury Fees.** Jury fees shall be paid to the Clerk at the time of the trial.

**Rule 28.**

**Challenges.** In jury trials, challenges in the first instance shall be made alternately, first by the party calling for such jury and then by the other party.

**Rule 29.**

**Trial of Actions.** On the trial of actions before the court but one counsel on each side shall examine or cross-examine a witness and on a trial before a jury one counsel only on each side shall sum up the case to the jury, unless the presiding judge shall otherwise order.

Upon interlocutory questions, the party moving the court, or objecting to the testimony, shall be heard first; the respondent may then reply by one counsel, and the mover rejoin, confining his remarks to the points first stated and a pertinent answer to the respondent's argument.

Discussion on the question shall then be closed, unless the court requests further argument.

At the hearing of causes before the court, no more than one counsel shall be heard on each side, unless by permission of the court.

The defendant, in opening his case to the jury, shall confine himself to stating the facts which he proposes to prove.

In cases where the affirmative of the issue to be tried is upon the defendant, the defendant's counsel shall open the case to the jury and have the closing argument, as though his client were the plaintiff.

**Rule 30.**

**Requests to Charge.** The points on which either party desires the jury to be instructed must be furnished in writing to the court before the argument to the jury is begun, or the same may be disregarded. All exceptions to the charge and refusals to charge, shall be taken before the jury retires.

**Rule 31.**

**Delivery of Verdict.** It shall not be necessary to call either party or attorney, or that either party be present or represented, when the jury returns to the bar to deliver their verdict.

**Rule 32.**

**Stay of Proceedings.** Upon the rendering of a verdict of a jury or the filing of a decision by the court in any case, no stay of proceedings, after the first, will be granted without notice to or consent of counsel for the opposite party.

**Rule 33.**

**Taxation of Costs and Appeal Therefrom.** Costs and charges to be inserted in a judgment shall be taxed in the first instance by the clerk upon two days' notice. And an appeal therefrom may be taken to the court within five days after such taxation by the clerk, but not afterwards. Such appeal shall be taken by notice in writing, signed by the appellant, directed to and served upon the adverse party and the clerk, and shall specify the items from which the appeal is taken. When such appeal is taken, either party may bring the same on for determination before the court on notice, or by order to show cause. On such appeal the court will only review the items objected to, and upon the grounds specified before the clerk.

**Rule 34.**

**Judgment Roll.** Judgments, and copies to annex to the judgment roll, shall in all cases be signed by the clerk, and no other signature thereto shall be required.

**Rule 35.**

**Entry of Judgment.** Where a party is entitled to have judgment entered in his favor by the clerk, upon the verdict of a jury, report of referee, or decision or finding of the court, and neglects to enter the same for the space of ten days after the rendition of the verdict, or notice of the filing of the report, decision or finding, (or in case the same has been stayed, for the space of ten days after the expiration of such stay,) the opposite party may cause the same to be entered by the clerk upon five days' notice to the adverse party of the application therefor.

**Rule 36.**

**Serving Case or Bill of Exceptions.** In case of trials by the court or referees, the time for serving a case or bill of exceptions shall be computed from the date of service of notice of filing the report, decision or finding. The party procuring a case or bill of exceptions, shall cause the same to be filed within ten days after the case shall be settled, or the same or the amendments thereto shall have been adopted, otherwise it shall be deemed abandoned.

**Rule 37.**

**Proposed Case.** Transcripts of the stenographic reporter's minutes shall be made in the exact words and in the form of the original minutes. The proposed case shall not be made in narrative form, but shall be in the form of question and answer as at the trial. The party procuring the transcript shall, at or before the time of serving the proposed case or bill of exceptions, file the same with the clerk for the use of parties and the court, and the failure so to file said transcript shall be deemed good and sufficient reason for extending the time within which proposed amendments may be served by the opposite party. After the settled case or bill of exceptions has been filed in the clerk's office, the stenographer's transcript may be withdrawn.

No costs shall be allowed upon motion for a new trial.

**Rule 38.**

Where no provision is made by statute or by these rules, the proceedings shall be as far as practicable according to the code of rules of the district court of Ramsey County.

## CRIMINAL BRANCH.

**Rule 39.**

The Criminal calendar shall be called as follows:

First. Preliminary call of new cases for arraignment, plea, setting for trial or other disposition in their order on the daily tab.

Second. Applications for continuance or other disposition of continued cases.

**Third.** Trial of new cases in their order or as directed by the court.

**Fourth.** Trial of continued cases in their order or as directed by the court.

**Rule 40.**

**Forfeiture of Bail.** All new cases in which the defendant has been released on bail shall be called in their order and if there is no response or appearance on behalf of the defendant, default and forfeiture of bail will be ordered.

**Rule 41.**

**Default.** Applications for setting aside a default will not be heard except upon affidavit, and will not be granted except for good cause shown.

**Rule 42.**

**Bonds, Bondsmen and Bail.** Sec. 1. A bond may be given in misdemeanors or for violation of the city ordinances with one or more sufficient sureties.

Sec. 2. In all other bailable offenses two or more sufficient sureties shall be required.

Sec. 3. After preliminary examination, if the offense is bailable, money bail in lieu of bond will not be received.

Sec. 4. All bonds shall be duly proved or acknowledged in like manner as deeds of real estate, and shall be approved as to form by the prosecuting attorney (unless during his absence or for satisfactory cause) before approved by the court.

Sec. 5. No attorney or counselor at law shall be received as a surety on any bond or undertaking required in a criminal prosecution.

Sec. 6. Every surety must be a resident and freeholder of this State and worth double the amount specified in the bond above his debts and liabilities, and exclusive of his property exempt from execution.

**Rule 43.**

**Continuances.** Sec. 1. Either the State or the City, or the defendant, on the day of arraignment or plea, will be granted one continuance as of right, upon application to the court, for preparation for trial.

Sec. 2. No subsequent continuance, unless by consent of both parties, shall be granted, except for cause.

**Rule 44.**

**Defendant Present at Trial.** No trial shall be had in the absence of the defendant unless good and satisfactory reasons are given for the absence of the defendant.

**Rule 45.**

**Withdrawal of Complaint.** No complaint shall be withdrawn or criminal prosecution dropped or dismissed, except by leave of court, and upon motion of the prosecution attorney and in open court.

**Rule 46.**

**Prisoners and Counsel.** Sec. 1. No person, except an officer of this court, shall have access to the rooms wherein prisoners are detained, nor hold communication with any prisoner detained in the prisoners' rooms, unless he obtain express permission from the court.

Sec. 2. All officers of the court are forbidden to suggest or recommend the employment of any attorney whatsoever.

Sec. 3. Every prisoner will have an opportunity to procure counsel upon his request being made known to the court, and will be granted an opportunity to confer with counsel before arraignment and plea, or at any other time, upon application of either prisoner or his attorney to the court.

**Rule 47.**

**Complaints.** Unless a defendant is under arrest at the time, no complaint shall be verified before or filed with the clerk at his desk in the court room during the time the court is in session. Such matters must be attended to in the clerk's office.

For the purpose of better regulating the practice in this Court, and facilitating the same, the foregoing rules are hereby approved and adopted.

St. Paul, Minnesota, March 1, 1926.

By the Court,

JOHN W. FINEHOUT, Senior Judge,

CONRAD OLSON,

JOHN L. ROUNDS, Conciliation Judge,  
Municipal Judges.

GEO. F. DIX, Clerk.

## Appendix No. 5 Curative Acts

### Continuing Stalland's Minnesota Curative Acts

Stalland's Minnesota Curative Acts is the work of Knute D. Stalland, of the Ramsey County bar. It was published by the Mason Publishing Co., 500 Robert St., St. Paul, Minn. This little book gives a complete list of curative acts affecting land titles from the beginning of the Government of Minnesota to and including the 1929 session of the legislature. Copies of the book may be obtained from Mason Publishing Co. The price is \$2.50.

**1. Acknowledgments.**

Act Ex. Ses., Dec. 23, 1933, c. 8. Acknowledgment of grantors taken before grantee in 1928.

Laws Ex. Ses., 1935-36, cc. 52, 109. Omission of notarial seal or date of expiration of commission.

Act Mar. 4, 1939, c. 47, void appointment as notary.  
Act Apr. 5, 1939, c. 147, §4. To power of attorney to foreclose mortgage.

Act Apr. 8, 1939, c. 151, legalizes acknowledgments of mortgages and satisfactions of mortgages.

**1½. Actions.**

Laws 1931, c. 240. Summons delivered to improper person for execution.

Act Apr. 29, 1935, c. 357, §12. District court orders for payment of old age pensions.

Act Mar. 23, 1937, c. 83. Legalizing summons in actions to quiet title.

**9. Cities and villages.**

Laws 1931, c. 11. Bonds to fund floating indebtedness in cities of the fourth class having home rule charter, in excess of 20% of assessed valuation.

Laws 1931, c. 145. Elections for adoption of charter under Const. art. 4, §36.

Laws 1931, c. 154. Bonds to fund floating indebtedness in cities of fourth class having home rule charter; issuance without submission to electors.

Laws 1931, c. 172. Same; defects in ordinance.

Laws 1931, c. 184. Payments for support of poor by fourth class cities with home rule charters.

Laws 1931, c. 317. Street improvement proceedings in fourth class cities having home rule charters.

Laws 1931, c. 361. Conveyances with reservation of right to use waters and right of way.

Laws 1933, c. 155, validates expenditures for extending electric power lines beyond village or borough limits.

Laws 1933, c. 205. Legalizing acquisition of land for park purposes.

Act Ex. Ses., Dec. 20, 1933, c. 2. Certificates of indebtedness by cities of the first class operating under home rule charter, and bond issues to pay same.

Act Feb. 8, 1935, c. 5, validates certificates of indebtedness issued by first class cities against permanent improvement revolving fund.

Act Apr. 1, 1935, c. 91, validates proceedings for amendment of home rule charters of fourth class cities.

Act Apr. 11, 1935, cc. 146, 149, legalizes payments to retiring employes.

Act Apr. 24, 1935, c. 247. Payments of fire and police benefits.

Act Apr. 24, 1935, c. 286, §2. Fixing rates of utilities by first class cities.

Act Apr. 29, 1935, c. 360. Expenditures during 1934.

Laws Ex. Ses., 1935-36, c. 45, validates ordinances in certain fourth class cities not passed with aye nay vote.

Act Feb. 13, 1937, c. 23. Legalizing proceedings of villages for establishment of sanitary sewers and sewage disposal plants.

Act Apr. 8, 1937, c. 181, §1. Legalizing warrants issued prior to Dec. 31, 1935.

Act Apr. 12, 1937, c. 201. Validating expenditures for relief of the poor.

Act Apr. 14, 1937, c. 231. Applicable to villages having 900 to 1500 population. Validates sewer proceedings, and authorizes issuance of warrants.

Act Apr. 22, 1937, c. 356, §10. Legalizing village warrants prior to cash basis requirement.

Act Apr. 24, 1937, c. 392. Legalizing contracts by villages of less than 1500 population for improvement of power plant.

Act Apr. 24, 1937, c. 405. Legalizing payments incident to construction of sewers.

Act July 14, 1937, Sp. Ses., c. 36. Legalizing proceedings of villages for construction of sewers and water mains.

Act Feb. 17, 1939, c. 20, legalizes proceedings had under Mason's Minn. St., §§1815-1828, for improvement of streets.

Act Feb. 18, 1939, c. 25, legalizes park warrants and obligations issued by villages under Mason's Minn. St., §§1255 to 1262.

Apr. 8, 1939, c. 179. Purchase of fire truck. Consolidation of improvement proceedings, 1918-14½d.

#### 10. Corporations and corporate conveyances.

Laws 1931, c. 46. Cemetery associations organized under G. S. 1894, title 2, c. 34.

Laws 1931, c. 107. Renewal of corporate existence of corporations for profit and social corporations.

Laws 1931, c. 108. Renewal of corporate existence of creamery associations.

Laws 1931, c. 149. Renewal of corporate existence of co-operative companies and associations.

Laws 1931, c. 197. Renewal of township mutual insurance companies.

Laws 1931, c. 219. Renewal of county fair associations.

Laws 1931, c. 273. Renewal of co-operative creamery or cheese factory associations.

Laws 1931, c. 335. Extending period for closing affairs.

Laws 1933, c. 40. Renewal of corporate existence of cooperative companies and associations.

Laws 1933, c. 56. Bank holiday.

Laws 1933, c. 104 (Mar. 21). Validates previous incorporations where publication and recording of articles were defective and have been amended.

Laws 1933, c. 156. Renewal of corporate existence of corporations for profit, social and cooperative corporations.

Laws 1933, c. 193. Renewal of corporate existence of cooperative associations.

Laws 1933, c. 248. Extending time for closing affairs of expired corporations.

Laws 1933, c. 253. Legalizing defective extension of corporate existence of mutual creamery and cheese factory insurance companies.

Act Ex. Ses., Dec. 23, 1933, c. 11. Authorizes renewal of corporate existence of cooperative companies whose terms have expired.

Act Jan. 6, 1934, Ex. Ses., c. 48. Renewal of corporate existence of horticultural corporations and societies.

Act Jan. 9, 1934, Ex. Ses., c. 73, §1, §1442-21(b). Payments by municipal employees relief associations.

Act Jan. 9, 1934, Ex. Ses., c. 80. Renewal of corporate existence of profit and social corporations whose period of duration has expired within five years prior to passage of act. It is omitted as temporary.

Laws 1935, c. 73, §3. Transfers by corporations whose life has expired.

Act Apr. 13, 1935, c. 163, §2. Renewal of corporate existence of cooperative corporations.

Act Apr. 24, 1935, c. 172. Renewal of corporate existence.

Act Apr. 24, 1935, c. 248. Renewal of corporate existence, §§7492-64, 7492-65.

Act Apr. 24, 1935, c. 265, §4. Consolidation of religious societies.

Laws Ex. Ses., 1935-36, c. 28, provides for renewal of corporate existence of expired cooperative associations.

Laws Ex. Ses., 1935-36, c. 30, provides renewal of existence of expired corporations generally.

Laws Ex. Ses., 1935-36, c. 34, validates proceedings for renewal of corporate existence.

Laws Ex. Ses., 1935-36, c. 85, permits renewal of expired agricultural societies.

Act Feb. 3, 1937, c. 13. Renewal after expiration of existence of co-operative companies.

Act Mar. 19, 1937, c. 71. Extension of time for closing affairs after expiration of Charter, and legalizes transfers made.

Act Apr. 14, 1937, c. 207, §3 [§7561-5]. Validating transfers of unsold lots by cemetery association.

Act Apr. 17, 1937, c. 242. Renewal within one year from Apr. 17, 1937, of corporate existence which has expired.

Act Apr. 19, 1937, c. 295. Validates conveyances by trustees of religious corporations.

Act Apr. 26, 1937, c. 429. Legalizing conveyances without corporate seal.

Act Mar. 7, 1939, c. 51. Renewal of cooperative associations.

Act Mar. 31, 1939, c. 115, extends time for closing affairs, and legalizes conveyances.

Act Mar. 31, 1939, c. 123, authorizes renewal of corporate existence of cooperative rural telephone companies.

#### 11. County commissioners proceedings.

Laws 1931, c. 10. Bonds to fund floating indebtedness in counties with assessed valuation of over \$9,000,000, and total bonded debt of not over \$415,000, without vote of electors.

Laws 1931, c. 25. Payment of salaries and clerk hire for probate court.

Laws 1931, c. 26. Payment of salaries to members of county board.

Laws 1931, c. 28. Payments to county treasurer in excess of salary fixed by Laws 1929, c. 107, as amended by Laws 1929, c. 307.

Laws 1931, c. 42. Payment of premiums of automobile policies issued to officers and employes.

Laws 1931, c. 45. Payment of salaries to members of county board.

Laws 1931, c. 80. Bonds to fund floating indebtedness.

Laws 1931, c. 102. Warrants issued by certain counties.

Laws 1931, c. 103. Payment of salaries under Laws 1927, c. 383.

Laws 1931, c. 110. Payment of salaries of county attorney or his assistants in certain counties.

Laws 1931, c. 135. Payment of salaries to members of county board in certain counties.

Laws 1931, c. 139. Payment of salary to deputy register of deeds in certain counties.

Laws 1931, c. 207. Abatement of taxes.

Laws 1931, c. 239. Bonds to fund floating indebtedness.

Laws 1931, c. 330. Payment of insurance premiums to indemnify officers and employees.

Laws 1933, c. 43. Overdrafts in poor fund in certain counties.

Laws 1933, c. 67. Payments for extermination of grasshoppers.

Laws 1933, c. 68. Payment of salaries to county board members.

Laws 1933, c. 125, validates 1932 county tax levies in excess of existing limitations.

Laws 1933, c. 145, validates certificates of indebtedness issued to townships in payment of road aid advanced.

Act Apr. 15, 1933, c. 282. County warrants in certain counties validated.

Laws 1933, c. 282, §4. Transfer of funds in certain counties validated.

Laws 1933, c. 296, §2. Warrants in certain counties validated.

Laws 1933, c. 371, legalizes claims made by single commissioner in certain counties.

Act Ex. Ses., Dec. 27, 1933, c. 25, legalizes appropriations by county board for Lac Qui Parle Reservoir project in certain county.

Act Jan. 17, 1935, c. 2, validates anticipation certificates of indebtedness issued by counties of over 415,000, and assessed valuation of not less than \$200,000,000.

Act Apr. 29, 1935, c. 307. Payment of expenses of agency for blind.

Act Apr. 29, 1935, c. 354. Legalizes expenditures for poor relief.

Act Apr. 19, 1937, c. 300. Legalizing salary payments in counties having 14 to 16 townships, assessed valuation of \$4,600,000 to \$4,800,000, and population of 9,000 to 10,000.

Act July 14, 1937, Sp. Ses., c. 21, amending Act Apr. 24, 1937, c. 460, §2. Legalizing payment of salaries of county board in certain counties.

Act July 14, 1937, Sp. Ses., c. 22. Legalizing salary payments to probate judge.

Act July 14, 1937, Sp. Ses., c. 33, §2. Legalizing appointment of county purchasing agent in certain counties.

Act July 15, 1937, Sp. Ses., c. 63. Validating salary payments to county board members.

Act Apr. 4, 1939, c. 144, legalizes excessive tax levy in certain counties.

#### 14. Dower and curtesy.

Laws 1931, c. 29. Abolished as to lands conveyed by guardian of incompetent prior to Jan. 1, 1920, unless action is begun within 6 months after Feb. 26, 1931.

Act Apr. 8, 1939, c. 152, abolishes dower and curtesy in land conveyed prior to Jan. 1, 1920.

#### 15. Drainage proceedings.

Laws 1933, c. 243. Legalizing changes in county ditch systems.

Act Mar. 24, 1937, c. 98. Legalizing drainage proceedings completed prior to Mar. 24, 1937.

Act July 14, 1937, Sp. Ses., c. 48. Legalizing expenditures in certain counties on Lac Qui Parle reservoir project.

#### 16. Executors, administrators and guardians.

Laws 1933, c. 394. Premature hearing in probate court after proper notice.

Laws Ex. Ses., 1935-36, c. 58. Validates conveyances executed to executors and administrators where description of land does not correspond with order for sale.

#### 19. Lis pendens.

Act Apr. 20, 1939, c. 344. Judgment on service by publication without filing lis pendens notice.

#### 21. Mortgages and mortgage foreclosure sales.

Laws 1931, c. 198. Sale by advertisement; notice not filed with registrar of titles.

Laws 1931, c. 199. Same; notice fixing place of sale in sheriff's office instead of front door of courthouse.

Laws 1931, c. 230. Same; mortgages to trustees of school districts, and foreclosure and redemption.

Laws 1931, c. 237. Same; containing the following defects:

1. That the power of attorney to foreclose the mortgage provided for by Section 9606, General Statutes 1923, did not refer to the book and page of record thereof in the office of the register of deeds where the same is of record, or otherwise definitely describe and identify the mortgage authorized to be foreclosed.

2. That the power of attorney to foreclose the mortgage was witnessed, and the acknowledgment of the execution of the same by the mortgagee or by the officers of the mortgagee, if a corporation, was taken by the person, to whom such power was granted.

3. That the power of attorney to foreclose said mortgage provided for by Section 9606, General Statutes 1923, had not been executed and recorded prior to such foreclosure sale as provided by law, or had been executed prior to such foreclosure sale, but not recorded until after such sale, provided such power of attorney is executed and recorded in the proper office prior to the passage of this act.

4. That the power of attorney to foreclose the mortgage provided for by Mason's Minnesota Statutes of 1927, Section 9606, was executed by the mortgagee or assignee before there was default and the power of sale therein contained had become operative.

5. That the notice of sale was published six times but not for six weeks prior to the date of sale or that the sale thereunder was held before one week had elapsed after the last and sixth publication had been made.

6. That the notice of sale as published properly described the property to be sold in one or more of the publications thereof but failed to do so in the other publications thereof, the correct description having been contained in the copy of said notice served on the occupant of said premises.

7. That the notice was published for six full weeks and the mortgage sale was postponed and the original notice, together with notice of postponement, was regularly published in one issue of the same newspaper immediately succeeding the last publication of the original notice, but no notice was published in the issue of the said newspaper intervening between the first publication of said postponement and the postponed date of sale.

8. That the notice of mortgage foreclosure sale correctly stated the day of the month and hour and place of sale but named a day of the week which did not fall on the date given for such sale.

9. That the notice of sale correctly described the real estate but omitted the county and state in which said real estate is located.

10. That the notice of sale did not state the amount due or failed to state the full and correct amount due or claimed to be due.

11. That the notice of sale described the municipality in which the sale was to take place as a city instead of a village; or village instead of city.

12. That the notice of sale did not give the date of such notice.

13. That notice upon the occupant of the mortgaged premises was actually served more than four weeks before the foreclosure but that the affiant's signature was omitted from the affidavit of such service, but that a proper affidavit of such service has been filed prior to the passage of this act.

14. That the notice of foreclosure was published six full weeks in a legal paper, although, the affidavit of publication stated that the publication began later than the time the actual publication occurred.

15. That the notice of sale was published for six insertions in a weekly paper but the printer's affidavit through error shows but five insertions, or that the sale was on the date of the sixth insertion.

16. That the notice of sale failed to specify the due date of such mortgage.

17. That the first publication of notice of mortgage foreclosure stated that sale would be made by sheriff in

his office in the court house, and the sheriff of said county having no office in the court house the five subsequent publications were amended to state that such foreclosure sale would be made by the sheriff at the front door of the court house, and that such sale was made pursuant to said amended notice.

18. That the notice of mortgage foreclosure sale was signed by the name of the mortgagee, a corporation, by an officer or agent without the designation of the office or agency of such person appearing as a part of such corporate signature, but the corporate seal of such corporation mortgagee was affixed as a part of such signature to said notice of mortgage foreclosure sale.

19. That the affidavit of costs of said mortgage foreclosure sale was not filed or recorded within the time required by law, but has been filed prior to the passage of this act.

20. That several distinct and separate and not contiguous parcels of land were sold together as one parcel and to one bidder for one bid for the whole as one parcel.

21. That no authenticated copy of the order appointing or letters issued by the probate court to a representative or guardian of the estate of the mortgagee or his assignee, was filed and recorded in the office of the register of deeds where the mortgage is of record, provided such order or letters have in fact been recorded in the proper office prior to the passage of this act.

22. That said mortgage was assigned by final decree of a probate court in which decree the mortgage was not properly and fully described.

23. That the sale was made at the place or time which the notice of sale provided, but the Sheriff's Certificate stated that said sale was made at a different time or place.

24. That the Sheriff's Certificate of Sale together with the accompanying affidavits and return of service were not filed or recorded within twenty days after the date of sale but have been filed or recorded prior to the passage of this act.

25. That the hour of sale was omitted from the notice of sale, or from the sheriff's certificate of sale, of the mortgaged premises.

26. That prior to the foreclosure or attempted foreclosure, no registration tax was paid, but has been paid prior to the passage of this act, or not sufficient registration tax according to law had been paid on the mortgage attempted to be foreclosed.

27. That the date of the mortgage or any assignment thereof or the date, the month, the day, hour, book and page, or document number of the record or filing of the mortgage or any assignment thereof, in the office of the Register of Deeds or Registrar of Titles is incorrectly stated in the notice of sale or in any of the foreclosure papers, affidavits or instruments.

28. That the affidavit of publication incorrectly stated the time that the publication actually occurred.

29. That one of the regular publication days for a notice of mortgage foreclosure sale fell upon any legal holiday, or that the mortgage foreclosure sale was held upon any legal holiday.

30. That the attorney foreclosing was the husband or wife of the holder of such mortgage, as mortgagee, assignee or mortgagee or otherwise.

31. That foreclosure record was not filed in proper office prior to expiration of 15 years from due date of such mortgage, if sale was in fact made prior to such 15 year period.

32. That the notice of the pendency of the suit or proceedings to enforce or foreclose the mortgage as provided in Section 8303, Mason's Minnesota Statutes of 1927, has not been filed with the Registrar of Titles and a memorial thereof entered on the register at the time of or prior to the commencement of such action or proceeding, or that no such notice was filed at any time.

33. That notice upon the occupant of the mortgaged premises was actually made four weeks before the foreclosure sale, but that no affidavit of service was filed, or that the affidavit was erroneously executed, but a proper affidavit has been filed prior to the passage of this act.

34. That said mortgage so foreclosed, was assigned one or more times and said assignments duly recorded in the office of the register of deeds before the commencement of said foreclosure and said mortgage was foreclosed by the assignee of record and the actual owner of said mortgage, but that the notice of said foreclosure sale and the foreclosure sale record failed to state the names of one or more of said assignees and the actual owner of said mortgage whose name was subscribed to said notice was therein stated to be the mortgagee instead of the assignee of mortgagee.

35. That the power of attorney to foreclose the same provided for by chapter 262 of the General Laws of Minnesota for the year 1897, has been acknowledged before a notary public who is the same person named as the attorney authorized to make such foreclosure, and which attorney has signed as witness to the signature of the person who executed such power of attorney.

36. That the power of attorney to foreclose a real estate mortgage constituting part of the assets of the estate of a deceased person was signed by the representative of the estate as an individual, rather than in a representative capacity.

37. That the initials of one of the mortgagors was set out in reverse order in the notice of mortgage foreclosure sale, but was correctly stated in a power of attorney and sheriff's certificate of sale.

1(36).

Signing power of attorney to foreclose mortgage in individual name, without adding "as administratrix of estate" was cured by Laws 1931, c. 237, §1, and Laws 1933, c. 437, §1. Baker v. R., 199M148, 271NW241. See Dun. Dig. 6307.

Laws 1933, c. 90, §3. Postponement of sale.

Laws 1933, c. 437, reads as follows:

Section 1. **Mortgage foreclosures legalized.**—Every mortgage foreclosure sale by advertisement heretofore made in this state, under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the Register of Deeds or registered with the Registrar of Titles of the proper county of this state, together with a record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against either or all of the following objections, viz:

1. That the power of attorney to foreclose the mortgage provided for by Mason's Minnesota Statutes of 1927, Section 9606, did not refer to the book and page of record thereof in the office of the Register of Deeds where the same is of record, or otherwise definitely describe and identify the mortgage authorized to be foreclosed.

2. That the power of attorney to foreclose the mortgage was witnessed, and the acknowledgment of the execution of the same by the mortgagee or by the officers of the mortgagee, if a corporation, was taken by the person, to whom such power was granted.

3. That the power of attorney to foreclose said mortgage provided for by Mason's Minnesota Statutes of 1927, Section 9606, had not been executed and recorded prior to such foreclosure sale as provided by law, or had been executed prior to such foreclosure sale, but not recorded until after such sale, provided such power of attorney is executed and recorded in the proper office prior to the passage of this Act.

4. That the power of attorney to foreclose the mortgage provided for by Mason's Minnesota Statutes of 1927, Section 9606, was executed by the mortgagee or assignee before there was default and the power of sale therein contained had become operative.

5. That the notice of sale was published six times but not for six weeks prior to the date of sale or that the sale thereunder was held before one week had elapsed after the last and sixth publication had been made.

6. That the notice of sale as published properly described the property to be sold in one or more of the publications thereof but failed to do so in the other publications thereof, the correct description having been contained in the copy of said notice served on the occupant of said premises.

7. That the notice was published for six full weeks and the mortgage sale was postponed and the original notice, together with notice of postponement, was regularly published in one issue of the same newspaper immediately succeeding the last publication of the original notice, but no notice was published in the issue of the said newspaper intervening between the first publication of said postponement and the postponed date of sale.

8. That the notice of mortgage foreclosure sale correctly stated the date of the month and hour and place of sale but named a day of the week which did not fall on the date given for such sale.

9. That the notice of sale correctly described the real estate but omitted the county and state in which said real estate is located.

10. That the notice of sale did not state the amount due or failed to state the full and correct amount due or claimed to be due.

11. That the notice of sale described the municipality in which the sale was to take place as a city instead of a village; or village instead of city.

12. That the notice of sale did not give the date of such notice.

13. That notice upon the occupant of the mortgaged premises was actually served more than four weeks before the foreclosure but that the affiant's signature was omitted from the affidavit of such service, but that a proper affidavit of such service has been filed prior to the passage of this Act.

14. That the notice of foreclosure was published six full weeks in a legal paper, although, the affidavit of publication stated that the publication began later than the time the actual publication occurred.

15. That the notice of sale was published for six insertions in a weekly paper but the printer's affidavit through error shows but five insertions, or that the sale was on the date of the sixth insertion.

16. That the notice of sale failed to specify the due date of such mortgage.

17. That first publication of notice of mortgage foreclosure stated that sale would be made by sheriff in his office in the court house, and the sheriff of said county having no office in the court house the five subsequent publications were amended to state that such foreclosure sale would be made by the sheriff at the front door of

the court house, and that such sale was made pursuant to said amended notice.

18. That the notice of mortgage foreclosure sale was signed by the name of the mortgagee, corporation, by an officer or agent without the designation of the office or agency of such person appearing as a part of such corporation signature, but the corporate seal of such corporation mortgagee was affixed as a part of such signature to said notice of mortgage foreclosure sale.

19. That the affidavit of costs of said mortgage foreclosure sale was not filed or recorded within the time required by law, but has been filed prior to the passage of this Act.

20. That several distinct and separate and not contiguous parcels of land were sold together as one parcel and to one bidder for one bid for the whole as one parcel.

21. That no authenticated copy of the order appointing or letters issued by the probate court to a representative or guardian of the estate of the mortgagee or his assignee, was filed and recorded in the office of the Register of Deeds where the mortgage is of record, provided such order or letters have in fact been recorded in the proper office prior to the passage of this Act.

22. That said mortgage was assigned by final decree of a probate court in which decree the mortgage was not properly and fully described.

23. That the sale was made at the place or time which the notice of sale provided, but the Sheriff's Certificate stated that said sale was made at a different time or place.

24. That the Sheriff's Certificate of Sale together with the accompanying affidavits and return of service were not filed or recorded within twenty days after the date of sale but have been filed or recorded prior to the passage of this Act.

25. That the hour of sale was omitted from the notice of sale, or from the Sheriff's Certificate of Sale, of the mortgaged premises.

26. That prior to the foreclosure or attempted foreclosure, no registration tax was paid, but has been paid prior to the passage of this Act, or not sufficient registration tax according to law had been paid on the mortgage attempted to be foreclosed.

27. That the date of the mortgage or any assignment thereof or the date, the month, the day, hour, book and page, or document number of the record or filing of the mortgage or any assignment thereof, in the office of the Register of Deeds or Registrar of Titles is incorrectly stated in the notice of sale or in any of the foreclosure papers, affidavits or instruments.

28. That the affidavit of publication incorrectly stated the time that the publication actually occurred.

29. That one of the regular publication days for a notice of mortgage foreclosure sale fell upon any legal holiday, or that the mortgage foreclosure sale was held upon any legal holiday.

30. That the attorney foreclosing was the husband or wife of the holder of such mortgage, as mortgagee, assignee of mortgagee or otherwise.

31. That foreclosure record was not filed in proper office prior to expiration of 15 years from due date of such mortgage, if sale was in fact made prior to such 15 year period.

32. That the notice of the pendency of the suit or proceedings to enforce or foreclose the mortgage as provided in Section 8303, Mason's Minnesota Statutes of 1927, has not been filed with the Registrar of Titles and a memorial thereof entered on the register at the time of or prior to the commencement of such action or proceeding, or that no such notice was filed at any time.

33. That notice upon the occupant of the mortgaged premises was actually made four weeks before the foreclosure sale, but that no affidavit of service was filed, or that the affidavit was erroneously executed, but a proper affidavit has been filed prior to the passage of this Act.

34. That said mortgage, so foreclosed, was assigned one or more times and said assignments duly recorded in the office of the Register of Deeds before the commencement of said foreclosure and said mortgage was foreclosed by the assignee of record and the actual owner of said mortgage, but that the notice of said foreclosure sale and the foreclosure sale record failed to state the names of one or more of said assignees and the actual owner of said mortgage whose name was subscribed to said notice was therein stated to be the mortgagee instead of the assignee of mortgagee.

35. That the power of attorney to foreclose the same, provided for by Mason's Minnesota Statutes of 1927, Section 9606, has been acknowledged before a notary public who is the same person named as the attorney authorized to make such foreclosure, and which attorney has signed as witness to the signature of the person who executed such power of attorney.

36. That the power of attorney to foreclose a real estate mortgage constituting part of the assets of the estate of a deceased person was signed by the representative of the estate as an individual, rather than in a representative capacity.

37. That the initials of one of the mortgagors was set out in reverse order in the notice of mortgage foreclosure

sale, but was correctly stated in the power of attorney and Sheriff's Certificate of Sale.

38. That the notice of sale was published in a weekly newspaper for six full weeks, and at the time specified therein for such sale the same was postponed for less than one week and there was no issue of such newspaper published during the time intervening between the date of such postponement and the postponed date of sale and no notice of such postponement was published or posted.

39. That the notice of mortgage foreclosure sale failed to state or incorrectly stated the middle initial of the name of the mortgagor, the mortgagee or assignee of mortgagee as the same appeared in the mortgage.

40. That a certified copy of the final decree of distribution entered by the probate court in the estate of the mortgagee and filed and recorded in the office of the Register of Deeds of the county where the mortgage is of record, failed to enumerate the date and place of filing and recording said mortgage, provided an amended final decree of distribution enumerating the date and place of filing and recording said mortgage be filed and recorded, prior to the passage of this Act, in the office of the Register of Deeds of the county where the mortgage is on record.

41. That the Sheriff's Certificate of Sale was not executed, filed or recorded within 20 days after the sale, but has been executed, filed and recorded prior to the passage of this Act.

42. That the power of attorney was not witnessed.

43. That the notice of mortgage foreclosure sale correctly stated the day of the month, the hour, and place of sale but failed to state the year.

44. That the notice of sale as published and/or served, correctly gave the number of the book and page where the mortgage was recorded but failed to designate said book as being "book of mortgages."

45. That the power of attorney to foreclose the mortgage provided for by Mason's Minnesota Statutes of 1927, Section 9606, was executed by the president of a cemetery association only, who held his office by common consent of the members thereof, without being regularly elected as provided in the articles of incorporation, and where the seal of said corporation is omitted from the power of attorney.

46. That the notice of Mortgage Foreclosure Sale was in all respects regular except that said notice was published only five times.

47. That the notice of sale and/or sheriff's certificate of sale correctly referred to the assignment of said mortgage, to the date of said assignment, and to the date and hour of recording or registration thereof, but incorrectly referred to the document number of said instrument as affixed thereto by the Register of Deeds or the Registrar of Titles of the county in which said assignment was recorded or registered.

48. That the notice of foreclosure sale was not served upon the person in possession of the mortgaged premises.

49. That where the mortgaged premises were not occupied by any person or persons living thereon and the notice of foreclosure sale was not served on any person or persons otherwise in possession of said premises and the Sheriff of the County in which said premises are situated, either as such officer or as an individual, made affidavit in said proceeding, that at least four weeks before the time appointed for the sale of the mortgaged premises he attempted to make service of such notice of sale upon the person in possession of said premises and that at said time and for some time prior thereto said premises were wholly vacant and unoccupied, but that such notice of sale was not served upon persons who had used such premises for cultivation or otherwise during the year preceding the date of such affidavit.

50. That the description of the mortgage contained in the Sheriff's Certificate of Sale recited an incorrect date as the date of the mortgage where the correct date was set forth in the printed notice of the mortgage foreclosure sale annexed to such sheriff's certificate or referred to therein.

51. That in all mortgage foreclosure sales by action wherein heretofore the report of sale has been confirmed by order filed in the action and a certificate of sale was thereafter executed in proper form but not recorded within twenty days after such confirmation and has since been recorded, such certificate and the record thereof are hereby legalized with the same effect as if such certificate had been executed, acknowledged and recorded within such twenty days.

52. That the notice of sale was signed by a person purporting to act as administratrix of the estate of a deceased person when as a matter of fact the person so signing said notice was the executrix of the last will and testament of the said deceased person, and also as against the objection that the said executrix was elsewhere in said notice or in the proceedings had to foreclose said mortgage referred to as the administratrix of said deceased person instead of being referred to as the executrix of the last will and testament of said deceased person.

Sec. 2. **Not to affect pending actions.**—The provisions of this Act shall not affect any action or proceeding now pending in any of the courts of this state.

Sec. 3. **Provisions separable.**—The provisions of this Act are hereby declared to be severable. If one provision

hereof shall be found by the decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other provisions of this Act. (Act Apr. 22, 1933, c. 437.)

1(30).

Signing power of attorney to foreclose mortgage in individual name without adding "as administratrix of estate" was cured by Laws 1931, c. 237, §1, and Laws 1933, c. 437, §1. Baker v. R., 199M148, 271NW241. See Dun. Dig. 6307.

Act Dec. 27, 1933, Ex. Ses., c. 26. Mortgage to banking corporation omitting word "The" in corporate name.

Act Jan. 5, 1934, Ex. Ses., c. 42. Power of attorney not executed or recorded before sale by advertisement.

Act Apr. 24, 1935, c. 287, reads as follows:

**Sec. 1. Mortgage foreclosure sales legalized.**—Every mortgage foreclosure sale by advertisement heretofore made in this state, under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the registrar of deeds or registered with the registrar of titles of the proper county of this state, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against any or all of the following objections, viz.:

1. That the power of attorney, recorded or filed in the proper office prior to the passage of this act, to foreclose the mortgage, provided for by Mason's Minnesota Statutes of 1927, Section 9606:

a. Did not definitely describe and identify the mortgage,

b. Was not sufficiently witnessed or acknowledged, or was witnessed, and/or the acknowledgment of the execution of the same was taken, by the person to whom such power was granted, or if executed by a corporation that the corporate seal was not affixed thereto,

c. Had not been executed and recorded or filed prior to sale, or had been executed prior to, but not recorded or filed until after, such sale,

d. Was executed before there was default, or was executed subsequent to the date of the printed notice of sale or subsequent to the date of the first publication of such notice.

2. That the notice of sale:

a. Was published only five times, or that it was published six times but not for six weeks prior to the date of sale,

b. Properly described the property to be sold in one or more of the publications thereof but failed to do so in the other publications thereof, the correct description having been contained in the copy of said notice served on the occupant of the premises,

c. Was published for six full weeks and the mortgage sale was postponed and the original notice, together with notice of postponement, was regularly published in at least one issue of the same newspaper intervening between the last publication of the original notice, and the date to which the sale was postponed,

d. Correctly stated the date of the month and hour and place of sale but named a day of the week which did not fall on the date given for such sale, and/or failed to state or state correctly the year of such sale,

e. Correctly described the real estate but omitted the county and state in which said real estate is located,

f. Did not state the amount due or failed to state the correct amount due or claimed to be due,

g. Described the place where the sale was to take place as in a city instead of a village; or village instead of city,

h. In one or more of the publications thereof, designated a place and/or time of sale other than that stated in the certificate of sale,

i. Failed to state the names of one or more of the assignees of the mortgage and/or described the subscriber thereof as mortgagee instead of assignee,

j. Failed to state or incorrectly stated the name of the mortgagor, the mortgagee or assignee of mortgagee,

k. Was not served upon persons whose possession of the mortgaged premises was otherwise than by their personal presence thereon, if a return or affidavit was recorded or filed as a part of the foreclosure record that at a date at least four weeks prior to the sale the mortgaged premises were vacant and unoccupied.

l. Was not served upon all of the parties in possession of the mortgaged premises provided it was served upon one or more of such parties.

3. That distinct and separate parcels of land were sold together as one parcel and to one bidder for one bid for the whole as one parcel.

4. That no authenticated copy of the order appointing, or letters issued to, a foreign representative of the estate of the mortgagee or assignee, was properly filed or recorded, provided such order or letters have been filed or recorded in the proper office prior to the passage of this act.

5. That said mortgage was assigned by a decree of a probate court in which decree the mortgage was not specifically or sufficiently described.

6. That the sheriff's certificate of sale and/or any of the accompanying affidavits and return of service were not executed, filed or recorded within 20 days after the

date of sale but have been executed and filed or recorded prior to the passage of this act.

7. That the hour of sale was omitted from the notice of sale, or from the sheriff's certificate of sale.

8. That prior to the foreclosure no registration tax was paid on the mortgage, provided such tax has been paid prior to the passage of this act.

9. That an insufficient registration tax had been paid on the mortgage.

10. That the date of the mortgage or any assignment thereof or the date, the month, the day, hour, book and page, or document number of the record or filing of the mortgage or any assignment thereof, in the office of the registrar of deeds or registrar of titles is omitted or incorrectly or insufficiently stated in the notice of sale or in any of the foreclosure papers, affidavits or instruments.

11. That the mortgage foreclosure sale was held upon a legal holiday.

12. That no notice of the pendency of the proceedings to enforce or foreclose the mortgage as provided in Mason's Minnesota Statutes of 1927, Section 8303, was filed with the registrar of titles and a memorial thereof entered on the register at the time of or prior to the commencement of such proceeding.

13. That the power of attorney to foreclose or the notice of sale was signed by the person who was the representative of an estate, but failed to state or correctly state his representative capacity.

14. That the mortgage deed contained the word 'Minn.' immediately following the true and correct name of the corporate mortgagee, and the power of attorney to foreclose such mortgage, and the notice of mortgage foreclosure sale were executed by the corporate mortgagee and its true and correct name, omitting therefrom the word 'Minn.' as recited and contained in the mortgage immediately following the name of the corporate mortgagee.

15. That the description of the property foreclosed was not set forth in the Sheriff's Affidavit of Sale, although said affidavit correctly referred to said mortgage by book and page numbers and date of filing, and said premises were accurately described in the Sheriff's Certificate of Sale and printed notice of sale annexed to said foreclosure sale record containing said Sheriff's Affidavit of Sale.

16. That the Sheriff's Affidavit of Sale correctly stated in words the sum for which said premises were bid in and purchased by mortgagee, but incorrectly stated the same in figures immediately following the correct amount in words.

17. That the seal of the Notary was omitted from the Affidavit of Costs and Disbursements attached to the Mortgage Foreclosure record, the said Affidavit of Costs and Disbursements being otherwise properly executed.

18. That the year of recording of the mortgage was improperly stated in the Sheriff's Certificate of Mortgage Foreclosure Sale, the mortgage being otherwise properly described in said Sheriff's Certificate of Mortgage Foreclosure Sale and said Certificate of Mortgage Foreclosure Sale further referring to the printed notice of Mortgage Foreclosure Sale attached to said Sheriff's Certificate of Mortgage Foreclosure Sale, in which printed notice the mortgage and its recording was properly described.

**Sec. 2. Same.**—That in all mortgage foreclosure sales by action wherein heretofore the report of sale has been confirmed by order filed in the action and a certificate of sale was thereafter executed in proper form but not recorded or filed within 20 days thereafter such certificate and the later record thereof are hereby legalized with the same effect as if such certificate had been executed, acknowledged and recorded or filed within such 20 days.

**Sec. 3. Same.**—That in any mortgage foreclosure sale of real estate subsequent to the enactment of Laws 1933, Chapter 339, where before the expiration of the period of redemption, the purchaser at foreclosure sale without court order, entered into an agreement with the mortgagor, extending the period of redemption, such foreclosure proceedings, sale, and sheriff's certificate, issued therein, are hereby validated to the same extent as they would have been if such extension had been granted by court order, as against the objection or claim that such agreement waived or annulled the sale.

**Sec. 4. Same.**—All acknowledgments of the execution of any power of attorney, and the witnessing of the execution thereof, in which power of attorney the attorney authorized to foreclose said mortgage, acted as one of the witnesses on said power of attorney and as a notary public, under which power of attorney, said attorney so acting as a witness and notary public also acted as the attorney in charge of said foreclosure proceedings, are hereby legalized and declared in all respects valid as against the claim that said attorney had no legal right to act as a witness on the execution of said power of attorney, or to act as a notary public in taking the acknowledgment of the execution of said power of attorney.

**Sec. 5. Not to apply to pending actions.**—The provisions of this act shall not affect any action or proceeding now pending, or which shall be commenced within six months after the passage thereof, in any of the courts of this state involving the validity of such foreclosure.

**Sec. 6. Provisions severable.**—The provisions of this act are hereby declared to be severable. If one provision hereof shall be found by the decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other provisions of this act. (Act Apr. 24, 1935, c. 287.)

Act Jan. 15, 1936, Ex. Ses., c. 33, reads as follows:

**Section 1.** Every mortgage foreclosure sale by advertisement heretofore made in this state, under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the registrar of deeds or registered with the registrar of titles of the proper county of this state, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against any or all of the following objections, viz.:

1. That the power of attorney, recorded or filed in the proper office prior to the passage of this act, to foreclose the mortgage, provided for by Mason's Minnesota Statutes of 1927, Section 9606:

(a) Did not definitely describe and identify the mortgage;

(b) Was not sufficiently witnessed or acknowledged, or was witnessed, and the acknowledgment of the execution of the same was taken, by the person to whom such power was granted, or if executed by a corporation that the corporate seal was not affixed thereto;

(c) Had not been executed and recorded or filed prior to sale, or had been executed prior to, but not recorded or filed until after, such sale;

(d) Was executed before there was default, or was executed subsequent to the date of the printed notice of sale or subsequent to the date of the first publication of such notice;

2. That the notice of sale:

(a) Was published only five times, or that it was published six times but not for six weeks prior to the date of sale;

(b) Properly described the property to be sold in one or more of the publications thereof but failed to do so in the other publications thereof, the correct description having been contained in the copy of said notice served on the occupant of the premises;

(c) Was published for six full weeks and the mortgage sale was postponed and the original notice, together with notice of postponement, was regularly published in at least one issue of the same newspaper intervening between the last publication on the original notice, and the date to which the sale was postponed;

(d) Correctly stated the date of the month and hour and place of sale but named a day of the week which did not fall on the date given for such sale, or failed to state or state correctly the year of such sale;

(e) Correctly described the real estate but omitted the county and state in which said real estate is located;

(f) Did not state the amount due or failed to state the correct amount due or claimed to be due;

(g) Described the place where the sale was to take place as in a city instead of a village; or village instead of city;

(h) In one or more of the publications thereof, designated a place or time of sale other than that stated in the certificate of sale;

(i) Failed to state the names of one or more of the assignees of the mortgage or described the subscriber thereof as mortgagee instead of assignee;

(j) Failed to state or incorrectly stated the name of the mortgagor, the mortgagee or assignee of mortgagee;

(k) Was not served upon persons whose possession of the mortgaged premises was otherwise than by their personal presence thereon, if a return or affidavit was recorded or filed as a part of the foreclosure record that at a date at least four weeks prior to the sale the mortgaged premises were vacant and unoccupied;

(l). Was not served upon all of the parties in possession of the mortgaged premises provided it was served upon one or more of such parties;

3. That distinct and separate parcels of land were sold together as one parcel and to one bidder for one bid for the whole as one parcel;

4. That no authenticated copy of the order appointing, or letters issued to, a foreign representative of the estate of the mortgagee or assignee, was properly filed or recorded, provided such order or letters have been filed or recorded in the proper office prior to the passage of this act;

5. That said mortgage was assigned by a decree of a probate court in which decree the mortgage was not specifically or sufficiently described;

6. That the sheriff's certificate of sale or any of the accompanying affidavits and return of service were not executed, filed or recorded within 20 days after the date of sale but have been executed and filed or recorded prior to the passage of this act;

7. That the hour of sale was omitted from the notice of sale, or from the sheriff's certificate of sale;

8. That prior to the foreclosure no registration tax was paid on the mortgage, provided such tax has been paid prior to the passage of this act;

9. That an insufficient registration tax had been paid on the mortgage;

10. That the date of the mortgage, or any assignment thereof or the date, the month, the day, hour, book and page or document number of the record or filing of the

mortgage or any assignment thereof, in the office of the registrar of deeds or registrar of titles is omitted or incorrectly or insufficiently stated in the notice of sale or in any of the foreclosure papers, affidavits or instruments;

11. That the mortgage foreclosure sale was held upon a legal holiday;

12. That no notice of the pendency of the proceedings to enforce or foreclose the mortgage as provided in Mason's Minnesota Statutes of 1927, Section 8303, was filed with the registrar of titles and a memorial thereof entered on the register at the time of or prior to the commencement of such proceedings;

13. That the power of attorney to foreclose or the notice of sale was signed by the person who was the representative of an estate, but failed to state or correctly state his representative capacity;

14. That the mortgage deed contained the word, 'Minn.' immediately following the true and correct name of the corporate mortgagee, and the power of attorney to foreclose such mortgage, and the notice a mortgage foreclosure sale were executed by the corporate mortgagee and its true and correct name, omitting therefrom the word 'Minn.' as recited and contained in the mortgage immediately following the name of the corporate mortgagee;

15. That the description of the property foreclosed was not set forth in the sheriff's affidavit of sale, although said affidavit correctly referred to said mortgage by book and page numbers and date of filing, and said premises were accurately described in the sheriff's certificate of sale and printed notice of sale annexed to said foreclosure sale record containing said sheriff's affidavit of sale;

16. That the sheriff's affidavit of sale correctly stated in words the sum for which said premises were bid in and purchased by mortgagee, but incorrectly stated the same in figures immediately following the correct amount in words, or that the sheriff's certificate of sale recited incorrectly the date of the mortgage where the copy of the printed notice of mortgage foreclosure sale accompanying and referred to in the sheriff's certificate and filed as a part of the foreclosure record recited such date correctly;

17. That the seal of the notary was omitted from the affidavit of costs and disbursements attached to the mortgage foreclosure record, the said affidavit of costs and disbursements being otherwise properly executed;

18. That the year of recording of the mortgage was improperly stated in the sheriff's certificate of mortgage foreclosure sale, the mortgage being otherwise properly described in said sheriff's certificate of mortgage foreclosure sale and said certificate of mortgage foreclosure sale further referring to the printed notice of mortgage foreclosure sale attached to said sheriff's certificate of mortgage foreclosure sale, in which printed notice the mortgage and its recording was properly described;

19. That the page number of the record or filing of the mortgage in the office of the registrar of deeds is incorrectly or insufficiently stated in the notice of sale.

**Sec. 2.** That in all mortgage foreclosure sales by action wherein heretofore the report of sale has been confirmed by order filed in the action and a certificate of sale was thereafter executed in proper form but not recorded or filed within 20 days thereafter such certificate and the later record thereof are hereby legalized, with the same effect as if such certificate had been executed, acknowledged and recorded or filed within such 20 days.

**Sec. 3.** That in any mortgage foreclosure sale of real estate subsequent to the enactment of Laws 1933, Chapter 339, where before the expiration of the period of redemption, the purchaser at foreclosure sale without court order, entered into an agreement with the mortgagor, extending the period of redemption, such foreclosure proceedings, sale, and sheriff's certificate, issued therein, are hereby validated to the same extent as they would have been if such extension had been granted by court order, as against the objection or claim that such agreement waived or annulled the sale.

**Sec. 4.** All acknowledgments of the execution of any power of attorney, and the witnessing of the execution thereof, in which power of attorney the attorney authorized to foreclose said mortgage, acted as one of the witnesses on said power of attorney and as a notary public, under which power of attorney, said attorney so acting as a witness and notary public also acted as the attorney in charge of said foreclosure proceedings, are hereby legalized and declared in all respects valid as against the claim that said attorney had no legal right to act as a witness on the execution of said power of attorney, or to act as a notary public in taking the acknowledgment of the execution of said power of attorney.

**Sec. 5. Pending actions not affected.**—The provisions of this act shall not affect any action or proceeding now pending, or which shall be commenced within six months after the passage thereof, in any of the courts of this state involving the validity of such foreclosure.

**Sec. 6. Provisions severable.**—The provisions of this act are hereby declared to be severable. If one provision hereof shall be found by the decision of a court of competent jurisdiction to be invalid, such decision shall

not affect the validity of the other provisions of this act. (Act Jan. 15, 1936, Ex. Ses., c. 33.)

Act Jan. 18, 1936, Ex. Ses., c. 51, reads as follows:

**Section 1.** Every mortgage foreclosure sale by advertisement heretofore made in this state, under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the register of deeds or registered with the registrar of titles of the proper county of this state, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against any or all of the following objections, viz.:

(1) In a case where the lands included in a foreclosure sale were located in more than one county, against the objection that the original foreclosure record instead of a certified copy thereof was recorded in the offices of the register of deeds of the counties, other than the county of sale, in which such lands were located; and against the objection in any case where the notice of foreclosure sale, sheriff's certificate or affidavit, or the power of attorney properly describe the mortgage by book and page of one of the counties but is in error as to the book and page of one or more of the other counties;

(2) In a case where the lands included in a foreclosure sale were located in more than one county, against the objection that either the power of attorney and/or the affidavit of the publisher of the newspaper in which such foreclosure sale was advertised, declaring such newspaper to be a qualified, legal newspaper in said county, was filed in the office of the county auditor of such county only and not in the offices of the county auditors of other counties in which portions of such lands were located;

(3) In a case where the satisfaction, assignment or other instrument affecting a mortgage which has been foreclosed has been filed for record and such instrument is in error as to the book and/or page and/or county of the record of said mortgage;

(4) In a case where the date of the acknowledgment before the notary public purports to be prior to the date of the instrument when in fact such acknowledgment was taken upon the date or subsequent to the date of the instrument.

**Sec. 2.** Nothing herein contained shall affect any action now pending to determine the validity of any instrument validated hereby. (Act Jan. 18, 1936, Ex. Ses., c. 51.)

Act Jan. 24, 1936, Ex. Ses., c. 73, validates satisfaction of mortgages executed by one member of partnership mortgagee.

Act Jan. 24, 1936, Ex. Ses., c. 92, reads as follows:

**Section 1.** Every mortgage foreclosure sale by advertisement heretofore made in this state, under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the register of deeds or registered with the registrar of titles of the proper county of this state, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against any or all of the following objections, viz.:

1. That the power of attorney, recorded or filed in the proper office prior to the passage of this act, to foreclose the mortgage, provided for by Mason's Minnesota Statutes of 1927, Section 9606:

(a) Did not have the corporate seal of the mortgage affixed. (Act Jan. 24, 1936, Ex. Ses., c. 92.)

Act Mar. 25, 1937, c. 108, §3. Legalizes proceedings of mortgage trustee bidding in property at foreclosure sale or taking title without foreclosure.

Act Apr. 26, 1937, c. 432, reads as follows:

**Sec. 1.** Every mortgage foreclosure sale by advertisement heretofore made in this state, under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the register of deeds or registered with the registrar of titles of the proper county of this state, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against any or all of the following objections, viz.:

1. That the power of attorney, recorded or filed in the proper office prior to the passage of this act, to foreclose the mortgage, provided for by Mason's Minnesota Statutes of 1927, Section 9606:

a. Did not definitely describe and identify the mortgage,

b. Was not sufficiently witnessed or acknowledged, or was witnessed, and/or the acknowledgment of the execution of the same was taken, by the person to whom such power was granted, or if executed by a corporation that the corporate seal was not affixed thereto,

c. Had not been executed and recorded or filed prior to sale, or had been executed prior to, but not recorded or filed until after, such sale,

d. Was executed before there was default, or was executed subsequent to the date of the printed notice of sale or subsequent to the date of the first publication of such notice.

2. That the notice of sale:

a. Was published only five times, or that it was published six times but not for six weeks prior to the date of sale,

b. Properly described the property to be sold in one or more of the publications thereof but failed to do so in the other publications thereof, the correct description having been contained in the copy of said notice served on the occupant of the premises,

c. Was published for six full weeks and the mortgage sale was postponed and the original notice, together with notice of postponement, was regularly published in at least one issue of the same newspaper intervening between the last publication of the original notice, and the date to which the sale was postponed,

d. Correctly stated the date of the month and hour and place of sale but named a day of the week which did not fall on the date given for such sale, and/or failed to state or state correctly the year of such sale,

e. Correctly described the real estate but omitted the county and state in which said real estate is located,

f. Did not state the amount due or failed to state the correct amount due or claimed to be due,

g. Described the place where the sale was to take place as a city instead of a village; or village instead of city,

h. In one or more of the publications thereof designated either a place or a time of sale other than that stated in the certificate of sale,

i. Failed to state the names of one or more of the assignees of the mortgage and described the subscriber thereof as mortgagee instead of assignee,

j. Failed to state or incorrectly stated the name of the mortgagor, the mortgagee or assignee of mortgagee,

k. Was not served upon persons whose possession of the mortgaged premises was otherwise than by their personal presence thereon, if a return or affidavit was recorded or filed as a part of the foreclosure record that at a date at least four weeks prior to the sale the mortgaged premises were vacant and unoccupied,

l. Was not served upon all of the parties in possession of the mortgaged premises provided it was served upon one or more of such parties,

m. Was not served upon the persons in possession of the mortgaged premises, if, at least two weeks before the sale was actually made, a copy of the notice was served upon the owner in the manner provided by law for service upon the occupants, or the owner received actual notice of the proposed sale.

n. Gave the correct description at length, and an incorrect description by abbreviation or figures set off by parentheses, or vice versa.

o. Where the notice of mortgage foreclosure sale of the premises described in the notice was served personally upon the occupants of the premises as such, but said service was less than four weeks prior to the appointed time of sale.

3. That distinct and separate parcels of land were sold together as one parcel and to one bidder for one bid for the whole as one parcel.

4. That no authenticated copy of the order appointing, or letters issued to, a foreign representative of the estate of the mortgagee or assignee, was properly filed or recorded, provided such order or letters have been filed or recorded in the proper office prior to the passage of this act.

5. That said mortgage was assigned by a decree of a probate court in which decree the mortgage was not specifically or sufficiently described.

6. That the sheriff's certificate of sale and/or any of the accompanying affidavits and return of service were not executed, filed or recorded within 20 days after the date of sale but have been executed and filed or recorded prior to the passage of this act.

7. That the sheriff's certificate of sale described the sale as being held in the city of Hennepin whereas the sale was actually conducted in a city of the county of Hennepin.

8. That the hour of sale was omitted from the notice of sale, or from the sheriff's certificate of sale.

9. That prior to the foreclosure no registration tax was paid on the mortgage, provided such tax has been paid prior to the passage of this act.

10. That an insufficient registration tax had been paid on the mortgage.

11. That the date of the mortgage or any assignment thereof or the date, the month, the day, hour, book and page, or document number of the record or filing of the mortgage or any assignment thereof, in the office of the register of deeds or registrar of titles is omitted or incorrectly or insufficiently stated in the notice of sale or in any of the foreclosure papers, affidavits or instruments.

12. That the mortgage foreclosure sale was held upon a legal holiday.

13. That no notice of the pendency of the proceedings to enforce or foreclose the mortgage as provided in Mason's Minnesota Statutes of 1927, Section 8303, was filed with the registrar of titles and a memorial thereof entered on the register at the time of or prior to the commencement of such proceeding.

14. That the power of attorney to foreclose or the notice of sale was signed by the person who was the representative of an estate, but failed to state or correctly state his representative capacity.

15. That the mortgage deed contained the word "Minn." immediately following the true and correct name of the corporate mortgagee, and the power of attorney

to foreclose such mortgage, and the notice of mortgage foreclosure sale were executed by the corporate mortgagee in its true and correct name, omitting therefrom the word "Minn." as recited and contained in the mortgage immediately following the name of the corporate mortgagee.

16. That the complete description of the property foreclosed was not set forth in the sheriff's certificate of sale, if said certificate correctly refers to the mortgage by book and page numbers and date of filing and the premises are accurately described in the printed notice of sale annexed to said foreclosure sale record containing said sheriff's certificate of sale.

17. That the seal of the notary was omitted from the affidavit of costs and disbursements attached to the mortgage foreclosure record, the said affidavit of costs and disbursements being otherwise properly executed.

18. That the year of recording of the mortgage was improperly stated in the sheriff's certificate of mortgage foreclosure sale, the mortgage being otherwise properly described in said sheriff's certificate of mortgage foreclosure sale and said certificate of mortgage foreclosure sale further referring to the printed notice of mortgage foreclosure sale attached to said sheriff's certificate of mortgage foreclosure sale, in which printed notice the mortgage and its recording was properly described.

19. That prior to the first publication of the notice of sale in foreclosure of a mortgage by advertisement, an action or proceeding had been instituted for the foreclosure of said mortgage or the recovery of the debt secured thereby and such action or proceeding had not been discontinued.

20. Every mortgage foreclosure sale by advertisement heretofore made in this state under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the register of deeds or registered with the registrar of titles of the proper county, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes as against the objection that at the time and place of sale the sheriff considered and accepted a bid submitted to him prior to the date of sale by the owner of the mortgage and sold the mortgaged premises for the amount of such bid, no other bid having been submitted and no one representing the owner of the mortgage being present at the time and place of sale.

21. Every mortgage foreclosure sale by advertisement, together with the record thereof, is hereby legalized and made valid and effective to all intents and purposes, as against the objection that such sale was postponed by the sheriff to a date subsequent to the one specified in the notice of sale but there was no publication or posting of a notice of such postponement.

22. That in all mortgage foreclosure sales by advertisement by a representative appointed by a court of competent jurisdiction in another state or county and an authenticated copy of his letters or other record of his authority has been filed for record in the office of the register of deeds of the proper county such foreclosure sale and the record thereof are hereby legalized and confirmed as against any objection that there was not recorded with such letters or other record of authority the further certificate that said letters or other record of authority were still in force and effect.

23. That the sheriff's affidavit of sale correctly stated in words the sum for which said premises were bid in and purchased by mortgagee, but incorrectly stated the same in figures immediately following the correct amount in words.

**Sec. 2. 1.** In all mortgage foreclosure sale by action wherein heretofore the report of sale has been confirmed by order filed in the action and a certificate of sale was thereafter executed in proper form but not recorded or filed within 20 days thereafter such certificate and the later record thereof are hereby legalized with the same effect as if such certificate had been executed, acknowledged and recorded or filed within such 20 days.

**Sec. 2. 2.** In all mortgage foreclosure sales by action wherein heretofore the report of sale was made and presented to the court and the sale confirmed by an order filed in the action, but the report was not filed with the clerk until after the filing therein of the order of confirmation, and in which the certificate of sale was executed in proper form but recorded more than 20 days after such confirmation, but within one year from the date of sale, such certificate and the record thereof and the subsequently filed report of sale are hereby legalized with the same effect as if such certificate had been executed, acknowledged, and recorded within such 20 days and as if such report of sale had been filed in the action at the time of filing the order of confirmation.

**Sec. 3.** In any mortgage foreclosure sale of real estate subsequent to the enactment of Laws 1933, c. 339, where before the expiration of the period of redemption, the purchaser at foreclosure sale without court order, entered into an agreement with the mortgagor, extending the period of redemption, such foreclosure proceedings, sale and sheriff's certificate issued therein are hereby validated to the same extent as they would have been if such extension had been granted by court order, as against the objection or claim that such agreement waived or annulled the sale.

**Sec. 4.** All acknowledgments of the execution of any power of attorney, and the witnessing of the execution

thereof, in which power of attorney the attorney authorized to foreclose said mortgage, acted as one of the witnesses on said power of attorney and as a notary public, under which power of attorney, said attorney so acting as a witness and notary public also acted as the attorney in charge of said foreclosure proceedings, are hereby legalized and declared in all respects valid as against the claim that said attorney had no legal right to act as a witness on the execution of said power of attorney, or to act as a notary public in taking the acknowledgment of the execution of said power of attorney.

**Sec. 5.** That every mortgage foreclosure sale by advertisement by a representative appointed by a court of competent jurisdiction in another state or county in which before sale an authenticated copy of his letters or other record of his authority has been filed for record in the office of the register of deeds of the proper county but no certificate was filed and recorded therewith showing that said letters or other record of his authority were still in force, is hereby legalized and made valid and effective to all intents and purposes notwithstanding such omission.

**Sec. 6.** That every mortgage foreclosure sale by advertisement heretofore made in this state under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the register of deeds or registered with the registrar of titles of the proper county, together with the record of such foreclosure sale, is hereby legalized, made valid and effective to all intents or purposes as against the objection that the notice of mortgage foreclosure sale correctly described the land by government subdivision, township and range, but described it as being in a county other than that in which said mortgage foreclosure proceedings were pending, and other than that in which said government subdivision was actually located.

**Sec. 7.** Every mortgage foreclosure sale by advertisement heretofore made in this state, under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the register of deeds or registered with the registrar of titles of the proper county, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against objections that the date of the recording or filing of the mortgage in the office of the register of deeds or registrar of titles is incorrectly noted on the mortgage by the officer recording or filing the same and is likewise incorrectly stated in the notice of sale or in the certificate of sale or both, or in any of the foreclosure papers, affidavits or instruments pertaining thereto.

**Sec. 8.** The provisions of this act shall not affect any action or proceeding now pending, or which shall be commenced within six months after the passage thereof, in any of the courts of this state involving the validity of such foreclosure, nor shall the validity of any provision of this act be questioned in any action or proceeding hereafter brought unless such action or proceeding be commenced within six months after the passage of this act.

**Sec. 9.** The provisions of this act are hereby declared to be severable. If one provision hereof shall be found by the decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other provisions of this act. (Apr. 26, 1937, c. 432.)

Act July 14, 1937, Sp. Ses., c. 35, reads as follows:

**Sec. 1.** Every mortgage foreclosure, sale by advertisement heretofore made in this state, under power of sale and the usual form contained in any mortgage, duly executed and recorded in the office of the register of deeds, or registered with the registrar of titles, of the proper county of this state, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against the following objection, viz.: that the date, the month, the day or hour of the registering of the mortgage in the office of the registrar of titles is omitted in the notice of sale; that the power of attorney was not recorded until after the foreclosure sale was made, but was recorded within 60 days after such sale.

**Sec. 2.** The provisions of this act shall not affect any action or proceeding now pending in any of the courts of this state.

#### 21½. Municipal bonds.

Laws 1931, c. 203. Bonds purchased by state board of investment.

Laws 1933, c. 37. Bonds issued by first class cities under Laws 1919, c. 41.

Laws 1933, c. 120, §7. Bonds for poor relief.

Laws 1933, c. 120, §7, validates poor relief bonds heretofore issued.

Laws 1933, c. 131, §3, and Laws 1933, c. 338, §2, validates county poor relief bonds issued under Laws 1933, c. 43.

Laws 1933, c. 150, validates bonds issued and sold to state board of investment.

Act Ex. Ses., Dec. 23, 1933, c. 12, validates bonds issued by cities of the fourth class to secure loan of federal funds under National Recovery Act.

Act Ex. Ses., Dec. 23, 1933, c. 13, validates bonds issued by cities of the fourth class for sewage disposal plant.

Act Ex. Ses., Dec. 23, 1933, c. 17, §2, §1968-9, legalizes bonds issued for sale to federal government under National Recovery Act.

Act Ex. Ses., Dec. 23, 1933, c. 18. Special road bonds pursuant to special election held within 6 months prior to passage of act.

Act Jan. 9, 1934, Ex. Ses., c. 65. Bonds issued by certain counties to fund outstanding warrants.

Act Feb. 8, 1935, c. 8, village bonds for waterworks.

Laws 1935, c. 53. Bond issues by third class cities.

Laws 1935, c. 58. Improvement bonds.

Laws 1935, c. 59, §2. Independent school districts.

Laws 1935, c. 83, village bonds for reconstruction of village hall.

Act Apr. 5, 1935, c. 123, legalizes school district bonds issued without compliance with Mason's 1927 Statutes, §1973.

Act Apr. 5, 1935, c. 125, §7, legalizes bonds issued by municipality for federal aid projects.

Act Dec. 24, 1935-1936, Ex. Ses., c. 3. Legalizes bonds for community hall in fourth class cities.

Laws Ex. Ses., 1935-36, c. 14, validates bonds of certain independent school districts.

Laws Ex. Ses., 1935-36, c. 14, validates fire fighting equipment bonds, to amount not exceeding \$3000 of fourth class cities having home rule charters.

Laws Ex. Ses., 1935-36, c. 24, legalizes village bonds issued for several distinct purposes.

Laws Ex. Ses., 1935-36, c. 60, validates bonds issued or authorized by school districts in fourth class cities for erecting school buildings.

Act Feb. 5, 1937, c. 14. Legalizes proceedings for issue of bridge bonds in certain counties.

Act Mar. 2, 1937, c. 47. Validates bonds authorized at election at which aggregate amount for two or more distinct purposes was voted.

Act Apr. 2, 1937, c. 136, legalizes county bonds to fund floating indebtedness.

Act Apr. 12, 1937, c. 200, validates certain municipal bonds purchased by the state investment board.

Act Apr. 17, 1937, c. 277, legalizes proceedings for issue of refunding bonds in certain villages.

Act Apr. 21, 1937, c. 327. Validates bonds issued by municipal corporations for public works projects.

Act Apr. 21, 1937, c. 332. Validates securities issued by fourth class cities.

Act Apr. 22, 1937, c. 363. Validates bonds issued by independent consolidated school districts to build addition to school house.

Act Apr. 23, 1937, c. 378, provides that villages of 300 inhabitants or less, not over \$200,000 assessed valuation, debt less than 5% of such valuation, and which has constructed sewers with federal aid, may issue certificates not to exceed \$3500, and validates proceedings already taken.

Act July 14, 1937, Sp. Ses., c. 20, legalizes laying of water mains in villages and authorizes issuance of certificates of indebtedness to pay for same.

Act July 14, 1937, Sp. Ses., c. 23, legalizes proceedings for issuance of bonds had under Act Apr. 24, 1937, c. 394.

Act July 14, 1937, Sp. Ses., c. 47, §3. Validates certificates of indebtedness issued under Laws 1937, c. 355.

Act July 15, 1937, Sp. Ses., c. 66, legalizes refunding bonds issued by certain villages.

Act July 16, 1937, Sp. Ses., c. 75. Legalizes street improvement proceedings in fourth class cities, and authorizes issuance of certificates of indebtedness to complete same.

Act Mar. 31, 1939, c. 98, validates bonds issued by special school districts in fourth class cities.

Act Apr. 1, 1939, c. 134. School district bonds for gymnasium-auditorium.

Act Apr. 4, 1939, c. 137. Bonds and obligations for public utilities in cities and villages.

Act Apr. 4, 1939, c. 142, legalizes bonds and certificates of indebtedness issued by certain fourth class cities.

Act Apr. 5, 1939, c. 147, reads as follows:

Section 1. **Mortgage foreclosures legalized.**—Every mortgage foreclosure sale by advertisement heretofore made in this state, under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the register of deeds or registered with the registrar of titles of the proper county of this state, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against any or all of the following objections, viz.:

1. That the power of attorney, recorded or filed in the proper office prior to the passage of this act, to foreclose the mortgage, provided for by Mason's Minnesota Statutes of 1927, Section 9606:

a. Did not definitely describe and identify the mortgage.

b. Was not sufficiently witnessed or acknowledged, or was witnessed, and/or the acknowledgment of the execution of the same was taken, by the person to whom such power was granted, or if executed by a corporation that the corporate seal was not affixed thereto.

c. Had not been executed and recorded or filed prior to sale, or had been executed prior to, but not recorded or filed until after, such sale.

d. Was executed before there was default, or was executed subsequent to the date of the printed notice of sale or subsequent to the date of the first publication of such notice.

2. That the notice of sale:

a. Was published only five times, or that it was published six times but not for six weeks prior to the date of sale.

b. Properly described the property to be sold in one or more of the publications thereof but failed to do so in the other publications thereof, the correct description having been contained in the copy of said notice served on the occupant of the premises.

c. Was published for six full weeks and the mortgage sale was postponed and the original notice, together with notice of postponement, was regularly published in at least one issue of the same newspaper intervening between the last publication of the original notice, and the date to which the sale was postponed.

d. Correctly stated the date of the month and hour and place of sale but named a day of the week which did not fall on the date given for such sale, and/or failed to state or state correctly the year of such sale.

e. Correctly described the real estate but omitted the county and state in which said real estate is located.

f. Did not state the amount due or failed to state the correct amount due or claimed to be due.

g. Described the place where the sale was to take place as a city instead of a village, or village instead of city.

h. In one or more of the publications thereof, designated either a place or a time of sale other than that stated in the certificate of sale.

i. Failed to state the names of one or more of the assignees of the mortgage and described the subscriber thereof as mortgagee instead of assignee.

j. Failed to state or incorrectly stated the name of the mortgagor, the mortgagee or assignee of mortgagee.

k. Was not served upon persons whose possession of the mortgaged premises was otherwise than by their personal presence thereon, if a return or affidavit was recorded or filed as a part of the foreclosure record that at a date at least four weeks prior to the sale the mortgaged premises were vacant and unoccupied.

l. Was not served upon all of the parties in possession of the mortgaged premises provided it was served upon one or more of such parties.

m. Was not served upon the persons in possession of the mortgaged premises, if, at least two weeks before the sale was actually made, a copy of the notice was served upon the owner in the manner provided by law for service upon the occupants, or the owner received actual notice of the proposed sale.

n. Gave the correct description at length, and an incorrect description by abbreviation or figures set off by parenthesis, or vice versa.

o. Where the notice of mortgage foreclosure sale of the premises described in the notice was served personally upon the occupants of the premises as such, but said service was less than four weeks prior to the appointed time of sale.

3. That distinct and separate parcels of land were sold together as one parcel and to one bidder for one bid for the whole as one parcel.

4. That no authenticated copy of the order appointing, or letters issued to, a foreign representative of the estate of the mortgagee or assignee, was properly filed or recorded, provided such order or letters have been filed

or recorded in the proper office prior to the passage of this act.

5. That said mortgage was assigned by a decree of a probate court in which decree the mortgage was not specifically or sufficiently described.

6. That the sheriff's certificate of sale and/or any of the accompanying affidavits and return of service were not executed, filed or recorded within 20 days after the date of sale but have been executed and filed or recorded prior to the passage of this act.

7. That the sheriff's certificate of sale described the sale as being held in the city of Hennepin whereas the sale was actually conducted in a city of the county of Hennepin.

8. That the hour of sale was omitted from the notice of sale, or from the sheriff's certificate of sale.

9. That prior to the foreclosure no registration tax was paid on the mortgage, provided such tax has been paid prior to the passage of this act.

10. That an insufficient registration tax had been paid on the mortgage.

11. That the date of the mortgage or any assignment thereof or the date, the month, the day, hour, book and page, or document number of the record or filing of the mortgage or any assignment thereof, in the office of the register of deeds or registrar of titles is omitted or incorrectly or insufficiently stated in the notice of sale or in any of the foreclosure papers, affidavits or instruments.

12. That the mortgage foreclosure sale was held upon a legal holiday.

13. That no notice of the pendency of the proceedings to enforce or foreclosure the mortgage as provided in Mason's Minnesota Statutes of 1927, Section 8303, was filed with the registrar of titles and a memorial thereof entered on the register at the time of or prior to the commencement of such proceeding.

14. That the power of attorney to foreclose or the notice of sale was signed by the person who was the representative of an estate, but failed to state or correctly state his representative capacity.

15. That the mortgage deed contained the word "Minn." immediately following the true and correct name of the corporate mortgagee, and the power of attorney to foreclose such mortgage, and the notice of mortgage foreclosure sale were executed by the corporate mortgagee in its true and correct name, omitting therefrom the word "Minn." as recited and contained in the mortgage immediately following the name of the corporate mortgagee.

16. That the complete description of the property foreclosed was not set forth in the sheriff's certificate of sale, if said certificate correctly refers to the mortgage by book and page numbers and date of filing and the premises are accurately described in the printed notice of sale annexed to said foreclosure sale record containing said sheriff's certificate of sale.

17. That the seal of the notary was omitted from the affidavit of costs and disbursements attached to the mortgage foreclosure record, the said affidavit of costs and disbursements being otherwise properly executed.

18. That the year of recording of the mortgage was improperly stated in the sheriff's certificate of mortgage foreclosure sale, the mortgage being otherwise properly described in said sheriff's certificate of mortgage foreclosure sale and said certificate of mortgage foreclosure sale further referring to the printed notice of mortgage foreclosure sale attached to said sheriff's certificate of mortgage foreclosure, sale in which printed notice the mortgage and its recording was properly described.

19. That prior to the first publication of the notice of sale in foreclosure of a mortgage by advertisement, an action or proceeding had been instituted for the foreclosure of said mortgage, or the recovery of the debt secured thereby and such action or proceeding had not been discontinued.

20. Every mortgage foreclosure sale by advertisement heretofore made in this state under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the register of deeds or registered with the registrar of titles of the proper county, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes as against the objection that at the time and place of sale the sheriff considered and accepted a bid submitted to him prior to the date of sale by the owner of the mortgage and sold the mortgaged premises for the amount of such bid, no other bid having been submitted, and no one representing the owner of the mortgage being present at the time and place of sale.

21. Every mortgage foreclosure sale by advertisement, together with the record thereof, is hereby legalized and made valid and effective to all intents and purposes, as against the objection that such sale was postponed by the sheriff to a date subsequent to the one specified in the notice of sale but there was no publication or posting of a notice of such postponement.

22. That in all mortgage foreclosure sales by advertisement by a representative appointed by a court of competent jurisdiction in another state or county and an authenticated copy of his letters or other record of his authority has been filed for record in the office of the register of deeds of the proper county such foreclosure sale and the record thereof are hereby legalized and

confirmed as against any objection that there was not recorded with such letters or other record of authority the further certificate that said letters or other record of authority were still in force and effect.

23. That the sheriff's affidavit of sale correctly stated in words the sum for which said premises were bid in and purchased by mortgagee, but incorrectly stated the same in figures immediately following the correct amount in words.

24. That prior to the year 1913, the mortgagee failed to execute and cause to be filed a power of attorney.

**Sec. 2. Records of mortgage foreclosures legalized.**—Subdivision 1. In all mortgage foreclosure sale by action wherein heretofore the report of sale has been confirmed by order filed in the action and a certificate of sale was thereafter executed in proper form but not recorded or filed within 20 days thereafter such certificate and the later record thereof are hereby legalized with the same effect as if such certificate had been executed, acknowledged and recorded or filed within such 20 days.

Subdivision 2. In all mortgage foreclosure sales by action wherein heretofore the report of sale was made and presented to the court and the sale confirmed by an order filed in the action, but the report was not filed with the clerk until after the filing therein of the order of confirmation, and in which the certificate of sale was executed in proper form but recorded more than 20 days after such confirmation, but within one year from the date of sale, such certificate and the record thereof and the subsequently filed report of sale are hereby legalized with the same effect as if such certificate had been executed, acknowledged, and recorded within such 20 days and as if such report of sale had been filed in the action at the time of filing the order of confirmation.

**Sec. 3. Certain mortgage foreclosures validated.**—In any mortgage foreclosure sale of real estate subsequent to the enactment of Laws 1933, c. 339, where before the expiration of the period of redemption, the purchaser at foreclosure sale without court order, entered into an agreement with the mortgagor, extending the period of redemption, such foreclosure proceedings, sale, and sheriff's certificate, issued therein, are hereby validated to the same extent as they would have been if such extension had been granted by court order, as against the objection or claim that such agreement waived or annulled the sale.

**Sec. 4. Acknowledgments validated.**—All acknowledgments of the execution of any power of attorney, and the witnessing of the execution thereof, in which power of attorney the attorney authorized to foreclose said mortgage, acted as one of the witnesses on said power of attorney and as a notary public, under which power of attorney, said attorney so acting as a witness and notary public also acted as the attorney in charge of said foreclosure proceedings, are hereby legalized and declared in all respects valid as against the claim that said attorney had no legal right to act as a witness on the execution of said power of attorney, or to act as a notary public in taking the acknowledgment of the execution of said power of attorney.

**Sec. 5. Foreclosures legalized.**—That every mortgage foreclosure sale by advertisement by a representative appointed by a court of competent jurisdiction in another state or county in which before sale an authenticated copy of his letters or other record of his authority has been filed for record in the office of the register of deeds of the proper county but no certificate was filed and recorded therewith showing that said letters or other record of his authority were still in force, is hereby legalized and made valid and effective to all intents and purposes notwithstanding such omission.

**Sec. 6. Same.**—That every mortgage foreclosure sale by advertisement heretofore made in this state under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the register of deeds or registered with the registrar of titles of the proper county, together with the record of such foreclosure sale, is hereby legalized, made valid, and effective to all intents and purposes as against the objection that the notice of mortgage foreclosure sale correctly described the land by government subdivision, township, and range, but described it as being in a county other than that in which said mortgage foreclosure proceedings were pending, and other than that in which said government subdivision was actually located.

**Sec. 7. Same.**—Every mortgage foreclosure sale by advertisement heretofore made in this state, under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the register of deeds or registered with the registrar of titles of the proper county, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against objections that the date of the recording or filing of the mortgage in the office of the register of deeds or registrar of titles is incorrectly noted on the mortgage by the officer recording or filing the same and is likewise incorrectly stated in the notice of sale or in the certificate of sale or both, or in any of the foreclosure papers, affidavits or instruments pertaining thereto.

**Sec. 8. Same.**—Every real estate mortgage foreclosure sale by advertisement made in this state prior to January 1, 1933, under power of sale in the usual form contained in any mortgage duly executed and recorded in the

office of the register of deeds or registered with the registrar of titles of the proper county in this state, together with the record of such foreclosure, is hereby legalized and made valid as against the objection that no power of attorney to foreclose said mortgage, as provided in Section 9606 of Mason's 1927 Minnesota Statutes, was ever given or recorded or registered.

**Sec. 9. Same.**—Every mortgage foreclosure sale by advertisement heretofore made in this state, prior to the year, 1880, under power of sale in the usual form contained in any mortgage duly executed and recorded in the office of the register of deeds or registered with the registrar of titles of the proper county, together with the record of such foreclosure sale, is hereby legalized and made valid and effective to all intents and purposes, as against objections, that no notice was served upon the occupant of the premises, if occupied, and that no affidavit of vacancy was filed if the premises were unoccupied.

**Sec. 10. Not to affect pending actions.**—The provisions of this act shall not affect any action or proceeding now pending or which shall be commenced within six months after the passage thereof, in any of the courts of this state involving the validity of such foreclosure, nor shall the validity of any provision of this act be questioned in any action or proceeding hereafter brought unless such action or proceeding be commenced within six months after the passage of this act.

**Sec. 11. Provisions severable.**—The provisions of this act are hereby declared to be severable. If one provision hereof shall be found by the decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other provisions of this act.

**22. Newspapers (containing legal publications).**

Laws 1933, c. 4. Missing weekly issue.

**24. Plats.**

Laws 1931, c. 319. Defect in description of land and execution of plat.

Laws 1933, c. 188. Recording of corrected plats.

Act Feb. 24, 1937, c. 42. Authorizes correction within six months, of plats recorded prior to Jan. 1, 1915.

**24½. Schools.**

Act Apr. 15, 1935, c. 173, §3, validates payments for motor vehicle liability insurance by regents of university.

Act Apr. 15, 1935, c. 181, validates school bonds of unorganized territory.

Act Jan. 28, 1937, c. 2. Legalizes bond issue for school buildings in certain districts.

**25. Power of Attorney.**

Act Apr. 22, 1937, c. 350. Validates powers of attorney executed between June 20 and July 26 of 1929 and not duly authenticated.

Act Apr. 5, 1939, c. 147, §4. To foreclose mortgage.

**26. Receivership Sales.**

Act Mar. 12, 1935, c. 41, foreign receivers conveyances validated.

**26½. Registration of title.**

Act July 24, 1937, Sp. Ses., c. 94. Legalizes conveyance of registered land pursuant to contract of sale not entered on register.

**28. State lands.**

Act Apr. 24, 1935, c. 244. Publication of sales in newspapers.

Act Mar. 23, 1937, c. 84. Legalizes state patents to deceased persons.

**28½. Sheriff.**

Laws 1931, c. 260. Acts of person assuming to perform functions of office.

**28¾. State functions and expenditures.**

Laws Sp. Sess., 1935-36, c. 5, §10, legalizes expenditures by state board of control pursuant to Laws 1935, c. 333.

Act Apr. 5, 1937, c. 146. Validates certain expenditures by the state board of dental examiners.

**31. Townships and school districts.**

Laws 1931, c. 38. Payments of state school aid.

Laws 1931, c. 42. Payment of premiums on automobile policies issued to officers and employees.

Laws 1933, c. 188. Recording of corrected plats.

Laws 1933, c. 67. Expenditures for exterminating grasshoppers.

Laws 1933, c. 159, §2, legalizes expenditures for town road engineering services.

Laws 1933, c. 176, §2, legalizes expenditures for libraries.

Laws 1933, c. 227. Bonds of certain school districts.

Laws 1935, c. 15, §3, payment of premiums on automobile liability policies obtained by certain school officers.

Act Apr. 25, 1935, c. 296. Employment of teachers for summer schools.

Act Apr. 29, 1935, c. 354, legalizes expenditures for poor relief.

Act Apr. 12, 1937, c. 201. Validates expenditures made for poor relief.

Act Apr. 17, 1937, c. 260. Legalizes excessive tax levies.

Sewage systems in certain towns, §1108-31.

**33. Wills.**

Laws 1931, c. 259. Holographic wills executed between Mar. 29, 1927, and Mar. 31, 1927.

Laws 1933, c. 394. Premature hearing after proper notice.

**39. Husband, not joining.**

Act Apr. 26, 1937, c. 429. Legalizes separate conveyances of homestead by husband and wife.

**40. Conveyances between husband and wife.**

Act Apr. 18, 1935, c. 215.

Act Apr. 21, 1937, c. 311. Legalizes conveyances made between May 18th and 22nd, 1908.

**41. Mortgage registration tax not paid.**

Laws 1931, c. 173. Termination of land purchase contracts.

**43. Tax Sale.**

Laws 1931, c. 158. Notice to redeem not stating correct amount due.

Laws 1931, c. 325. Sale on improper day.

Act Apr. 17, 1935, c. 198. Notice of expiration of redemption period.

Act Apr. 24, 1935, c. 258. Redemption for less than amount due.

Act Apr. 24, 1935, c. 277. Redemption, notice.

Laws Sp. Ses., 1935-36, c. 77, validates tax deeds executed and recorded prior to 1867.

Act Feb. 5, 1937, c. 16. Legalizes payment of inheritance taxes, and relieves from penalties.

Act June 7, 1937, Sp. Ses., c. 1. Validates taxes paid June 1, 1937, without penalty, and authorizes refundment where penalties were collected.

Act Apr. 13, 1939, c. 237, validates forfeitures based on insufficient notice of expiration of redemption period.

Act Apr. 17, 1939, c. 295. Sale of forfeited lands, §2139-27a.

Act Apr. 21, 1939, c. 370, validates publication of delinquent real estate tax list.

**44. Record.**

Act Apr. 17, 1937, c. 241. Legalizes instruments affecting real estate and recorded for six years, though not entitled to record.

**47½. Roads.**

Laws 1933, c. 207. Legalizing transfer of funds. Act July 14, 1937, Sp. Ses., c. 24. Validates proceedings for vacation of town roads.

**49. Wife, conveying direct to husband.**

Act Apr. 18, 1935, c. 215.

Act Apr. 21, 1937, c. 311. Legalizes conveyances made between May 18th and 22nd, 1908.

**52. Local and special laws.**

St. Louis County

Laws 1931, c. 21. Sale under swamp land certificate No. 14178.